

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4998432

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WALTER STARK	05/30/2018
RECEIVING PARTY DATA		
Name:	KENTUCKIANA CURB COMPANY, INC.	
Street Address:	2716 GRASSLAND DRIVE	
City:	LOUISVILLE	
State/Country:	KENTUCKY	
Postal Code:	40299	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9541324
CORRESPONDENCE DATA		
Fax Number:	(502)588-1914	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(502)584-1135	
Email:	mkunkel@middletonlaw.com	
Correspondent Name:	MIDDLETON REUTLINGER	
Address Line 1:	401 S. FOURTH STREET	
Address Line 2:	SUITE 2600	
Address Line 4:	LOUISVILLE, KENTUCKY 40202	
ATTORNEY DOCKET NUMBER:	KCC-10	
NAME OF SUBMITTER:	MEGAN E. GIBSON	
SIGNATURE:	/Megan E. Gibson/	
DATE SIGNED:	06/08/2018	
Total Attachments: 6		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”), dated as of May 30, 2018, is made by **MSP Technology.com, LLC**, a New York limited liability company located at 223 Wall Street, #140, Huntington, NY 11743 and **WALTER STARK**, a New York resident with an address of 223 Wall Street, #140, Huntington, NY 11743 (together, the “**Seller**”), in favor of **Kentuckiana Curb Company, Inc.**, a Kentucky corporation located at 2716 Grassland Drive, Louisville, KY 40299 (“**Buyer**”), with respect to the purchase of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of May 30, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all applications claiming priority to any of the foregoing (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits,

declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Kentucky, without giving effect to any choice or conflict of law provision or rule (whether of Kentucky or any other jurisdiction).

* * * * * **Signature Page Follows** * * * * *

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Patent Assignment as of the date first above written.

Seller:

MSP TECHNOLOGY.COM, LLC

Walter Stark 5-30-18
Walter Stark Date
MANAGING MEMBER
Title
223 WALL ST #140, HUNTINGTON, NY 11743
Address for Notices

State of Kentucky)

County of Jefferson)

On this 30th day of May, 2018 personally appeared before me Walter Stark, as the Managing Member of MSP Technology.com, LLC, to me known, or proved to me to be the person who signed the foregoing instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of such company.

April Mont
Notary exp 5/27/2020

Walter Stark 5-30-18
Walter Stark Date
Title
223 WALL ST #140, HUNTINGTON, NY 11743
Address for Notices

State of Kentucky)

County of Jefferson)

On this 30th day of May, 2018 personally appeared before me Walter Stark, individually, to me known, or proved to me to be the person who signed the foregoing instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose.

April Mont
Notary exp 5/27/2020

Buyer

KENTUCKIANA CURB COMPANY, INC.

Joel Striker

Name

VICE PRESIDENT.

Title

2716 GRASSLAND DR. LOUISVILLE, KY 40229.

Address for Notices

MAY 30, 2018
Date

State of Kentucky)

County of Jefferson)

On this 30th day of May, 2018 personally appeared before me Joel Striker, as the Vice President of Kentuckiana Curb Company, Inc., to me known, or proved to me to be the person who signed the foregoing instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of such corporation.

Paul Mont
Notary

exp 5/27/2020

Schedule 1

Assigned Patents and Patent Applications

#	Title	App. #	Pub. #	Pat. #	Inventors	Filed	Pub.	Issued
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10	Low Temperature Cooling and Dehumidification Device with Reversing Airflow Defrost for Dehumidification and Water Generation Applications Where Cooling Inlet Air is Above Freezing	14/299,647	US2015/0082817	9,541,324	Stark	06/09/14	03/26/15	01/10/17
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