504984471 06/29/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5031217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LENNOX INTERNATIONAL INC.	12/05/2014

RECEIVING PARTY DATA

Name:	LENNOX INDUSTRIES INC.
Street Address: 2140 LAKE PARK BLVD.	
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75080-2254

PROPERTY NUMBERS Total: 1

Property Type	Number			
Application Number:	15799645			

CORRESPONDENCE DATA

Fax Number: (214)661-4688

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.

Phone: 214.953.6500

Email: ptomail1@bakerbotts.com
Correspondent Name: BAKER BOTTS L.L.P
Address Line 1: 2001 ROSS AVENUE

Address Line 2: SUITE 500

Address Line 4: DALLAS, TEXAS 75201-2980

ATTORNEY DOCKET NUMBER:	018635.0506
NAME OF SUBMITTER:	JUDY BAGGETT
SIGNATURE:	/judy baggett/
DATE SIGNED:	06/29/2018

Total Attachments: 6

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of December 5, 2014 (the "Effective Date") by and between Lennox International Inc., a corporation organized and existing under the laws of the State of Texas with a business address of 2140 Lake Park Blvd., Richardson, Texas 75080-2254 (the "Assignor") and Lennox Industries Inc. a corporation organized and existing under the laws of the State of Texas with a business address of 2140 Lake Park Blvd., Richardson, Texas 75080-2254 (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor is the owner of certain new and useful designs and inventions (collectively, the "Inventions");

WHEREAS, the Assignor has filed certain patent applications on the Inventions, as listed on Exhibit A attached hereto and made a part hereof (collectively, the "Patent Applications"); and

WHEREAS, the Assignee desires to: (i) receive and assume from the Assignor the entire worldwide rights, title and interest in and to the Inventions and the Patent Applications, (ii) take over prosecution of the Patent Applications, and (iii) have the right to enforce any patent rights in the patents that issue from: (a) the Patent Applications, and (b) any patent applications that may be filed in the future on the Inventions and on improvements to and modifications of the Inventions (collectively, the "Patents").

WHEREAS, the Assignor desires to transfer and assign to the Assignee the entire worldwide rights, title and interest in and to the Inventions, the Patent Applications and the Patents; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) The Assignor hereby sells, assigns and transfers to the Assignee, without limitation, the entire and exclusive right, title, and interest throughout the world in and to:

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- (a) The Inventions, the Patent Applications and the Patents;
- (b) All improvements to and modifications of the Inventions;
- (c) All applications for patent or like protection on the Inventions, and improvements and modifications thereon, that have now been made or may in the future be made, including any continuations, divisionals, continuations-in-part, renewals, reissues, extensions or substitute applications, whether in the United States of America or in any other country or place anywhere in the world;
- (d) All letters patent and like protection that may in the future be granted on said Inventions, and improvements and modifications thereon, whether in the United States of America or in any other country or place anywhere in the world;
- (e) The right to the Assignee to file applications in its own name for patent and like protection for the Inventions, and improvements and modifications thereon, in the United States of America and in any country or countries foreign to the United States of America;
- (f) All international rights of priority associated with patent applications foreign to the United States of America; and
- (g) All rights of action on account of past, present and future unauthorized use of the Inventions and for infringement of the Patents and like protection;

such right, title, and interest to be held and enjoyed by the Assignee to the full end of the term or terms for which any and all such Patents may be granted as fully and entirely as would have been held and enjoyed by the Assignor had this Assignment not been made.

- (2) The Assignor hereby covenants and agrees:
 - (a) Upon the request of the Assignee, and without further consideration, to execute and deliver to the Assignee such other documents, and to take such other action, as may reasonably be necessary to give the Assignee, its successors and assigns, the full benefit of the Assignment and to maintain, preserve or enforce the rights of the Assignee transferred under the Assignment;
 - (b) Upon the request of the Assignee, and without further consideration, to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of the Patent Applications and the Patents or any other applications for patent or like protection on the Inventions and improvements to and modifications thereon;

Patent Assignment

- (c) Upon the request of the Assignee, and without further consideration, to identify and communicate to the Assignee documents and information concerning the Inventions and the
- Patent Applications that are within the Assignor's possession or control; and
- (d) Upon the request of the Assignee, and at the Assignee's expense, to testify in any legal proceedings involving the maintenance, preservation or enforcement of the rights of the Assignee transferred under the Assignment.
- (3) The Assignor hereby expressly authorizes and agrees that the Assignee may undertake procedures to record the transfer of the Patent Applications to the Assignee with the United States Patent and Trademark Office and with other applicable agencies or government authorities and to terminate any Powers of Attorney previously granted by the Assignor with respect to the Patent Applications.
- (4) The Assignor hereby authorizes and requests the Commissioner of Patents and other applicable agencies or government authorities to issue any and all Patents referred to above to the Assignee, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.
- (5) The Parties agree that this Patent Assignment will be binding on the Assignor and will inure to the benefit of the Assignee and each of their respective successors and assigns.

[Signature pages follow]

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IN WITNESS WHEREOF, the Parties have executed the Assignment at Richardson, Texas as of the Effective Date set forth above.

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LENNOX INTERNATIONAL INC.

James Markey
Assistant Secretary

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared JAMES MARKEY, ASSISTANT SECRETARY FOR LENNOX INTERNATIONAL INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the

day of

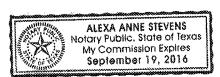
December, 2014.

Public in and for

the State of TEXAS

My commission expires:

September 19,2016



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LENNOX INDUSTRIES INC.

Assistant Secretary

THE STATE OF TEXAS

COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared JAMES MARKEY, ASSISTANT SECRETARY FOR LENNOX INDUSTRIES INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF December, 2014.

OFFICE, this

day of

My commission expires:

September 19, 2014

Exhibit A

Lennox Matter/ KK Matter	atter/ Country Serial No. F		Filing Date	Title	Inventors	US Patent Office Assignment Recordation (Reel/Frame)	
P100054 1655-0100	US	13663778	30-Oct-2012	30-Oct-2012 Auxiliary Heat Robert B. "Dutch" Uselton Exchangers		029211/0929	
P100054CA 1655-0101	Canada	2831981	30-Oct-2013 Auxiliary Heat Robert B. "Dutch" Uselton Exchangers		NA		
P120019 1655-0300	US	13600763	31-Aug-2012			028882/0502	
P110121 1655-0401	US	13656441	19-Oct-2012	Pressure Regulation of an Air Conditioner	Yi Qu Der-Kai Hung	029162/0210	
P120033 1655-0500	US	13600685	31-Aug-2012	Controlling Metering Devices	Eric Perez Shawn Niemann Colin Clara Der-Kai Hung	028882/0526	
P120022 1655-0700	US	13690463	30-Nov-2012	Defrost Control Using Fan Data	Yi Qu H. Gene Havard, Jr. Jonathan Douglas Jeff Mangum	029387/0686	
P120022PCT 1655-0701	PCT	PCT/US2013/ 072042	26-Nov-2013	Defrost Control Using Fan Data	Yi Qu H. Gene Havard, Jr. Jonathan Douglas Jeff Mangum	NA	
P120073 1655-0800	US	13690561	30-Nov-2012	Ice Sensor for a Heat Pump	Robert B. "Dutch" Uselton Jonathan Douglas	029387/0710	
P120073PCT 1655-0801	PCT	PCT/US2013/ 071741	25-Nov-2013	Ice Sensor for a Heat Pump	Robert B. "Dutch" Uselton Jonathan Douglas	NA	
P120043 1655-1000	US	13662700	29-Oct-2012	Coupling System to Reduce Vibration	Gregory Ruhlander	029205/0081	
P120046 1655-1100	US	13690645	30-Nov-2012	Secondary Defrost for Heat Pumps	Yi Qu Bruce Perkins Chris McHugh Mark Olsen	029387/0803	
P120046PCT 1655-1101	US	PCT/US2013/ 072072	26-Nov-2013	Secondary Defrost Yi Qu for Heat Pumps Bruce Perkins Chris McHugh Mark Olsen		NA	

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