

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5038875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR HECTOR DELGADILLO	07/06/2018
MRS ROBERTA DELGADILLO	07/06/2018
RECEIVING PARTY DATA	
Name:	MRS ROBERTA DELGADILLO
Street Address:	924 EAST POPPY FIELDS DR
City:	ALTADENA
State/Country:	CALIFORNIA
Postal Code:	91001
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62307741
Application Number:	15223373
CORRESPONDENCE DATA	
Fax Number:	(626)599-7780
<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:	6266446254
Email:	hector@turbocoil.com
Correspondent Name:	HECTOR DELGADILLO
Address Line 1:	924 EAST POPPY FIELDS DR
Address Line 4:	ALTADENA, CALIFORNIA 91101
NAME OF SUBMITTER:	HECTOR DELGADILLO
SIGNATURE:	/Hector delgadillo/
DATE SIGNED:	07/06/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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Date July 6, 2018

Cover Sheet

We are the assignors of also Assignee's of the this patent applications numbers 62/307,741 and 15/233,373

The Montague has no right to this assignment since they committed fraud at there end and slipped in another docs to get them assigned this patent.

The contract we has non ownership of the patent.

Here are copies of the docs.

I need the assignment of this patent back to my Wife and I

Roberta Delgadillo and Hector Delgadillo

Sincerely

Hector Delgadillo

**Confirmation of Non-Ownership of Air Over Air Invention / Patent Applications by
Montague et al**

THIS AGREEMENT, entered into on the last date of signature below, and is between Turbo Coil Refrigeration Systems Inc. a California Corporation, having its principle offices at 1835 Business Center Drive, Duarte, CA 91010, Hector and Roberta Delgadillo, individuals, having a principal place of residence at 1532 Sinaloa Ave, Pasadena, CA 91104 (hereinafter collectively referred to as "Invention Owners") and Montague Company, and its successors and assigns, having a principle place of business at 1830 Stearnian Avenue, Hayward, CA (hereinafter "Montague")

WHEREAS, Invention Owners or some of the Invention Owners have entered into a Purchase Agreement or pending agreement with Montague wherein certain inventions and/or patents and/or patent applications are being transferred to Montague. The Parties to this Agreement wish to confirm the exclusion of the Air Over Air Invention/ Patent Applications from the Purchase Agreement or pending Purchase Agreement;

WHEREAS, the Invention Owners are willing to grant Montague certain options of purchase or license of the Air Over Air Invention/ Patent Applications;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

Definition(s)

"Air Over Air Invention / Patent Applications" means provisional patent application 62307741 "Air Over Air Refrigeration System" filed on or about March 14, 2016; non-provisional patent application 15223373 "Air Over Air Refrigeration System" filed on or about July 29, 2016 and all related CIP and/or continuation patent applications and the underlying invention(s) disclosed and/or claimed in said patent applications as well as any trademark rights pertaining to said inventions and/or patent applications.

Confirmation of Non-Ownership of Air Over Air Invention / Patent Applications by
Montague

Montague hereby confirms and acknowledges that Montague has never had and does not have any ownership interest and/or lien rights to the Air Over Air Invention / Patent Applications. Montague further confirms that the pending transaction or Purchase Agreement between the Parties does not include any transfer or lien of the Air Over Air Invention / Patent Applications.

Grant of Purchase / License Options by the Invention Owners to Montague

The Invention Owners hereby Grant Montague a non-transferable option to purchase the Air Over Air Invention / Patent Applications at a purchase price of _____. This option expires on _____.

The Invention Owners hereby Grant Montague a non-transferable option to purchase an exclusive license to the Air Over Air Invention / Patent Applications for a term of _____ years at a price of _____ per year. This option expires on _____.

The Invention Owners make no representation or warranty as to the patentability, novelty, merchantability or safety of the Air Over Air Invention / Patent Applications.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the last date set forth below.

Turbo Coil Refrigeration Systems Inc

Hector Delgadillo

By: _____

Title: _____

Date : _____

Date: _____

Roberta Jean Delgadillo

Date: _____

Montague Company

By: _____

Title: _____

Date: _____



Date: July 17, 2017

To Whom It May Concern

NSF International

Ann Arbor, Michigan

To Whom it May Concern

Please be advised that as owner of the prep table design, Dual Zone manufactured under the Turbo Coil brand with current US patent pending, I am hereby giving my written authorization for The Montague Company to submit the 72" version for NSF-7 testing and certification. All costs are to be borne by The Montague Company, and with the successful test, certification listing for the prep table, sizes of 36" up to 72", are to be in the name of Big Dawg Manufacturing, LLC under trade name Turbo Coil.

Thank you for your consideration.

Regards


Hector Delgadillio

4701 Little John Street Suite A Baldwin Park, Ca 91706 Ph. (626) 358-8704 Fax (626) 599-7780

"Additional Consideration" in order to ensure that no issues will be raised by Seller with respect to the inclusion of the Additional Assets in the definition of "Purchased Assets" in the Asset Purchase and Sale Agreement dated December 16, 2016.

1.3 Payment of Additional Consideration. The Additional Consideration shall be paid by Buyer to Seller on the following terms and conditions:

- (a) The sum of Three Hundred Thousand Dollars (\$300,000.00) shall be paid to Seller at Closing as consideration for the assignment by Seller to Buyer of the Additional Assets;
- (b) After Closing, Seller will vigorously prosecute the applications for the Additional assets at its sole expense, and shall keep Buyer fully and promptly informed of all developments related thereto;
- (c) If Seller is unable to obtain NSF, UL and SCE approvals within one hundred eighty (180) days after Closing, Seller will return the sum of Three Hundred Thousand Dollars (\$300,000.00) to Buyer and Buyer shall be relieved of any further payment obligations with respect to the acquisition of the Additional Assets;
- (d) Upon Seller timely obtaining NSF, UL and SCE approvals according to subsection (c) above, Buyer will pay to Seller the sum of Three Hundred Thousand Dollars (\$300,000.00);
- (e) If the approvals listed in subsection (c) above have been timely obtained, then upon the issuance of patents with respect to the applications included in the Additional Assets, Buyer will pay to Seller the sum of Three Hundred Thousand Dollars (\$300,000.00).

1.4 No Other Amendment or Modification. Other than as specifically modified herein, all other terms and conditions of the Asset Purchase and Sale Agreement dated December 16, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

THE MONTAGUE COMPANY,
a California corporation

Dated: 6-28-17

By John M. White