

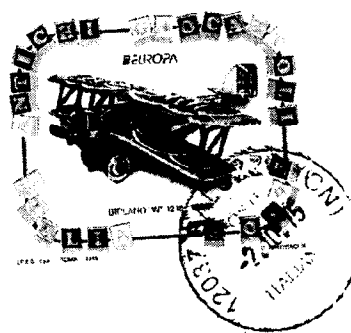
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5056285

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CGM S.R.L.	10/02/2015
RECEIVING PARTY DATA		
Name:	CHORE-TIME EUROPE B.V.	
Street Address:	AT 34 INDUSTRIETERREIN	
City:	PANNINGEN	
State/Country:	NETHERLANDS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12999222
CORRESPONDENCE DATA		
Fax Number:	(312)985-5999	
<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:	312-985-5900	
Email:	ipdocket@clarkhill.com	
Correspondent Name:	CLARK HILL PLC	
Address Line 1:	130 E. RANDOLPH STREET, SUITE 3900	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	35002/329871/423	
NAME OF SUBMITTER:	ADAM J. FROMM	
SIGNATURE:	/Adam J. Fromm/	
DATE SIGNED:	07/18/2018	
Total Attachments: 5		
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Chore-Time Europe B.V.



To:

CGM S.r.l.

Via Savigliano, 37 U/T, 12030

Monasterolo di Savigliano,

Cuneo, Italy

To the kind attention of the Chairman of the Board of Director – Mr. Gianpiero Massimino

2 October 2015

Dear Sirs.

Re: "CUBO" INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

We refer to your letter to us dated 2 October 2015, which we reproduce in full text here below and sign by way of acceptance of the terms and conditions set forth therein.

"2, October 2015

To:

Chore-Time Europe B.V.

at 34 Industrieterrein,

Panningen, The Netherlands

To the kind attention of the Managing Director – Mr. Henk Struving

Dear Sirs

"CUBO" INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

A

PATENT

REEL: 046386 FRAME: 0508

Chore-Time Europe B.V.

Further to our understandings, please find attached the "CUBO" Intellectual Property Rights Assignment Agreement.

"CUBO" INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (the "Agreement") is entered into on October 2, 2015.

BETWEEN

CGM S.r.l., an Italian limited liability company, with registered office in Monasterolo di Savigliano, at via Savigliano, 37 U/T, 12030 Monasteroo di Sav. Cuneo, Italy, having equity capital of Euro Eighty Thousand (80,000), and VAT number of 02909840049 (the "Seller");

AND

Chore-Time Europe B.V., a Dutch Corporation, with registered office in Panningen, at 34 Industrierrein, Panningen, The Netherlands, VAT number 801815201B01, and Dutch Chamber of Commerce registration number 17079910 (the "Buyer")

(The Seller and the Buyer shall hereafter also be referred to individually as a "Party" and collectively as the "Parties")

Whereas

- (A) *The Seller has developed and engineered all intellectual property, patents, programs, designs, software, drawings, manufacturing processes and know-how, certification information, technical information and technology necessary for the designing, manufacturing, quality control, operation, repair, testing and commissioning of the the convector heat recovery unit, air mixer, and de-stratifier known as the CUBO product line, which is more particularly described on Schedule 1 hereto (the "CUBO Product Line"), and of any component thereof, as well as for the marketing of the relevant products named CUBO and derivatives such as CUBO S, CUBO SG, CUBO SE, CUBO SR, HW PLUS and CUBO KIT;*

Chore-Time Europe B.V.

- (B) *the Seller has the sole, exclusive and unencumbered ownership of all the Intellectual Property Rights (as defined in Section 2.1 below) on the CUBO Product Line and has the right to transfer and assign such Intellectual Property Rights;*
- (C) *upon and subject to the terms and conditions set forth herein, the Seller desires to transfer and assign the sole, exclusive and unencumbered ownership of all the Intellectual Property Rights to the Buyer and the Buyer desires to acquire and become the assignee of the sole and exclusive ownership on such Intellectual Property Rights for the purposes of manufacturing and commercializing the CUBO products and derivatives, all as hereinafter set forth.*

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the Parties hereto, it is hereby agreed as follows:

1. RECITALS - SCHEDULES

- 1.1 *The Recitals and Schedules hereto form and integral and essential part of this Agreement and are binding for the Parties.*

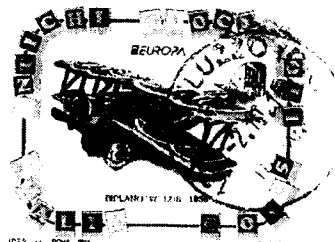
2. SCOPE OF THE AGREEMENT

- 2.1 *Transfer and assignment of the Intellectual Property Rights* *On the basis of the representations, warranties, covenants and agreements, the Seller hereby, transfers and assigns to the Buyer, and the Buyer hereby acquires from the Seller and becomes the assignee of all the Seller's rights, title and interests on an exclusive basis and throughout the world in any and all the following intellectual property rights of the Seller, free and clear of any Encumbrances (as defined below):*

- 2.1.1 *all quoting programs, copies of product design software, all product drawings, designs, films, catalogues, pictures, research material, manufacturing processes and know-how, certification information, customer manuals, technical information and technology necessary for the designing, manufacturing, quality control, operation, repair, testing and commissioning of the CUBO Product Line, any parts and components thereof, as well as the manufacturing and commercializing of the products named CUBO and derivatives, including but not limited to all CAD or paper drawings, software, specifications, descriptions, assembly information, methods of production and other trade secrets necessary for the designing, manufacturing, quality control, operation, repair, testing and commissioning of the CUBO Product Line, any parts and components thereof, as well as the manufacturing and marketing of the products named CUBO and derivatives;*
- 2.1.2 *all the patents, patent applications and other similar rights or intellectual property of the Seller which are listed on Schedule 2 hereto;*



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-OMISSIS-

PATENT

REEL: 046386 FRAME: 0510

- OMISSIS -

If you agree to the content of the agreement, please type the contents of this letter on your letterhead and return it to us signed for full acceptance of its terms and conditions.

Kind Regards,

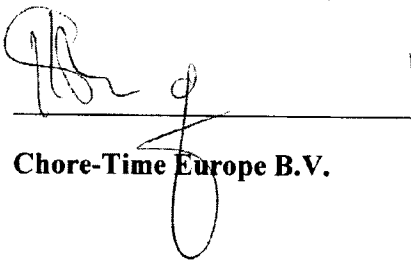
CGM S.r.l.



Gianpiero MASSIMINO
(President of the Board of Directors)

We hereby confirm our full and unconditional acceptance of your proposal hereinabove reproduced.

Best regards,



Chore-Time Europe B.V.

Hendrik Struvig
Managing Director


Hendrik STRUVING
(Managing Director)



Chore-Time Europe B.V.

Schedule 2

PATENTS and PATENTS PENDING

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1. *Italian Patent No. IT 1386576 (IT Application No. IT00468)*
 2. *Europe EP2310757*
 3. *United States US2011/111687 (US Application Serial No. 12/999,222)*
 4. *Brazil PI 0909942*
 5. *Canada No. 2728082*
 6. *Mexico No. MX/A/2010/013897 (now issued Mexican Patent No. 328957)*
 7. *South Africa No. 2010/09082*
 8. *Italian Utility model application No. TO2014U000074*
 9. *Italian Utility model application No. TO2014A000939*