## 505074373 08/31/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5121129

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| BITZER ITALIA SRL | 04/03/2018     |

#### **RECEIVING PARTY DATA**

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#### **PROPERTY NUMBERS Total: 1**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 9310143 |

#### **CORRESPONDENCE DATA**

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|-------------------------|----------------|--|
| NAME OF SUBMITTER:      | ANN ELKINS     |  |
| SIGNATURE:              | /Ann Elkins/   |  |
| DATE SIGNED:            | 08/31/2018     |  |

### **Total Attachments: 2**

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PATENT 505074373 REEL: 046768 FRAME: 0382

# **DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

between the parties:

BITZER ITALIA SRL, an Italian company, with registered office at Viale del Mercato Nuovo 44G, IT-36 100 Vicenza, Italy ("Assignor")

and

BITZER Kühlmaschinenbau GmbH, a German company, with registered office at Eschenbrünnlestr. 15, DE-71 065 Sindelfingen, Germany ("Assignee")

#### Whereas

- A) The Assignor is the sole and exclusive owner of the Intellectual Property Assets comprising:
  - i. The Italian Utility model no. 273716, the Jordan Patent application no. 229/2011, the Saudi Patent no. 4006 and the US patent no. 9310143, all entitled "HEAT EXCHANGE DEVICE WITH IMPROVED SYSTEM FOR DISTRIBUTING COOLANT FLUID";
  - ii. the Italian Utility model application no. 202015000089247 and International patent application no. PCT/EP2016/081638, both entitled "HEAT EXCHANGER WITH A TUBE BUNDLE AND SHELL WITH A FLOW AT THE SHELL SIDE WITH IMPROVED EFFICIENCY": and
- iii. the European patent application 17425047.2 entitled "FLUID DISTRIBUTOR ASSEMBLY FOR HEAT EXCHANGERS"
- B) The Assignor wishes to assign the Intellectual Property Assets to the Assignee that is interested in acquiring ownership thereof at the terms and conditions set forth below.

IT IS AGREED THAT

1. The Assignor hereby assigns and transfers to the Assignee, without any exception or reserve, the full ownership of all its rights in the Intellectual Property Assets including, without limitation, all the rights to further assign the Patents and Patents Applications, to initiate legal proceedings in connection with any claim concerning the validity and/or the infringement of the same not barred by the statutes of limitation at the date of execution of the Agreement, including acts committed before this date and the Assignee accepts the transfer.

PATENT REEL: 046768 FRAME: 0383 2. The Parties agree that the term "Intellectual Property Assets" used in this Agreement comprises besides the utility models, the patents and patent applications all claims and rights resulting from infringement of those patents and/or applications. This includes in particular (but is not limited to) claims for damages, information about the extent of infringing actions and rendering of accounts arising from infringement of the Utility model, Patents and Patent Applications.

3. As of the date of this Agreement, the Assignee shall take over the prosecution, maintenance and other handling of the Intellectual Property Assets and will take responsibility for any costs, actions or proceedings relating to or involving the Intellectual Property Assets. For any such costs that originated before the date of this Agreement, solely the Transferee shall be liable.

4. The Parties will provide for any and all necessary notifications, filings and registrations and execution of any and all documents which may be required in order for the Assignment of the Intellectual Property Assets to be effective including the filing and/or registration of the assignment with the Italian Patent and Trademark Office and with any correspondent foreign authorities, as soon as possible immediately after the Effective Date.

5. All the expenses arising from or connected to the execution of this Agreement, including fees relative to the registration of this Agreement with the competent offices, shall be born by Assignee.

Date

: Sindelfingen

Place

: April 3, 2018

BITZER ITALIA SRL

Represented by M. Gianbattista Parlanti

and Andrea Zocche

BITZER Kühlmaschinenbau GmbH

Represented by M. Rainer Große-Kracht

and Gianbattista Parlanti

**RECORDED: 08/31/2018**