

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HUNG M. PHAM	11/19/2018
STUART K. MORGAN	11/19/2018
BRIAN R. BUTLER	11/19/2018
RECEIVING PARTY DATA	
Name:	EMERSON CLIMATE TECHNOLOGIES, INC.
Street Address:	1675 W. CAMPBELL ROAD
Internal Address:	P.O. BOX 669
City:	SIDNEY
State/Country:	OHIO
Postal Code:	45365
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	62589035
Application Number:	62589041
Application Number:	62589046
Application Number:	62589049
Application Number:	62660361
Application Number:	62660393
Application Number:	16196744
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ATTORNEY DOCKET NUMBER:	0315-000992-US

NAME OF SUBMITTER:	HOLLY NOWICKI
SIGNATURE:	/Holly Nowicki/
DATE SIGNED:	11/20/2018
Total Attachments: 6 source=992_US_Assignment_FILE#page1.tif source=992_US_Assignment_FILE#page2.tif source=992_US_Assignment_FILE#page3.tif source=992_US_Assignment_FILE#page4.tif source=992_US_Assignment_FILE#page5.tif source=992_US_Assignment_FILE#page6.tif	

ASSIGNMENT

Each person signing below ("Assignor") has made or authorized to be made the following patent applications ("Patent Applications"):

- U.S. Provisional Application No. 62/589,035 filed November 21, 2017, titled Indoor Air Quality Sensing and Control Systems and Methods;
- U.S. Provisional Application No. 62/589,041 filed November 21, 2017, titled Indoor Air Quality Control Systems and Methods for Sequencing Mitigation;
- U.S. Provisional Application No. 62/589,045 filed November 21, 2017, titled Indoor Air Quality Systems and Methods Integrating Outdoor Data and Statuses;
- U.S. Provisional Application No. 62/589,049 filed November 21, 2017, titled Relative Humidity Control Systems and Methods;
- U.S. Provisional Application No. 62/660,361 filed April 20, 2018, titled Humidifier Control Systems and Methods;
- U.S. Provisional Application No. 62/660,393 filed April 20, 2018, titled Humidifier Control Systems and Methods;
- U.S. Application No. / , , filed , titled Humidifier Control Systems and Methods, the declaration for which was executed on the same day as this Assignment; and

The Patent Applications disclose, whether claimed or unclaimed, inventions ("Inventions"), of which Assignor believes Assignor is an original inventor or an original joint inventor.

EMERSON CLIMATE TECHNOLOGIES, INC. ("Assignee"), having a place of business at 1675 W. Campbell Road, P.O. Box 669, Sidney, OH 45365-0669, desires to acquire all right, title, and interest in and to "Intellectual Property" as defined below.

Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment from Assignor to Assignee of any part of the Intellectual Property.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor irrevocably assigns, sells, and transfers all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Intellectual Property includes:

- a. the Inventions;
- b. the Patent Applications;
- c. any application to which one of the Patent Applications could have claimed priority or benefit directly or indirectly, where "application" encompasses (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and non-provisional patent applications, and (iii) other applications for the protection of intellectual property, including applications for utility models, design patents, and statutory invention registrations;
- d. any application that claims or could have claimed priority to or benefit of one of the Patent Applications directly or indirectly (including divisionals, continuations, continuations-in-part, patents of addition, and non-U.S. applications);
- e. any application, whether or not linked by priority/benefit claim to the Patent Applications, that describes or claims at least one of the Inventions;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)-(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
- h. any improvements to the Inventions that were conceived by Assignor prior to execution of this Assignment; and

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- i. all interest in works of authorship by Assignor related to the Inventions, whether reproduced in the Patent Applications or not, and including computer code, user interfaces, graphic works, and the Patent Applications themselves, including the written descriptions, the drawings, and the claims.

The right, title, and interest include:

- a. the right to claim priority to any application, official grant, and modification or extension of the Intellectual Property;
- b. all copyrights and other rights associated with the Intellectual Property in each jurisdiction, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and
- c. all rights to sue for, and recover for, infringements of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, that any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) issue the official grant to Assignee.

Assignor represents that Assignor has not, and agrees that Assignor will not, enter into any assignment, sale, license, agreement, transfer, or encumbrance that would conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *inter partes* review, covered business method review, and any similar proceedings.

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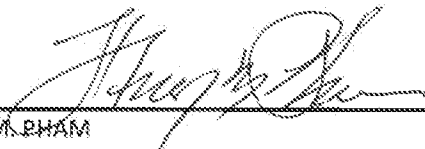
For any reason, including by operation of law, in any respect and in any jurisdiction:

- a. to the extent that the assignment, sale, and transfer fails, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
- b. to the extent that the exclusive license fails, the exclusive license shall operate as a non-exclusive license; and
- c. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not-to-sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

Assignor grants Harness, Dickey & Pierce, P.L.C. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above for any of the Patent Applications after execution of this Assignment.

ASSIGNMENT


Hung M. BHAM

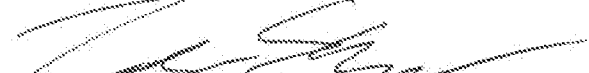
11-19-2018
Date

Stuart K. MORGAN

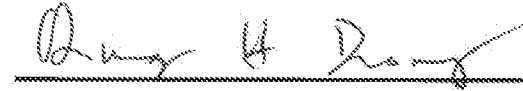
Date

Brian R. BUTLER

Date

Witness 1
Signature: 

Witness 1
Printed Name: Timothy Skidmore

Witness 2
Signature: 

Witness 2
Printed Name: QUANG H DUONG P.E.

Witness 1
Signature: _____

Witness 1
Printed Name: _____

Witness 2
Signature: _____

Witness 2
Printed Name: _____

Witness 1
Signature: _____

Witness 1
Printed Name: _____

Witness 2
Signature: _____

Witness 2
Printed Name: _____

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- U.S. Provisional Application No. 62/589,046 filed November 21, 2017, titled Indoor Air Quality Systems and Methods Integrating Outdoor Data and Statuses;
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- U.S. Provisional Application No. 62/660,361 filed April 20, 2018, titled Humidifier Control Systems and Methods;
- U.S. Provisional Application No. 62/660,393 filed April 20, 2018, titled Humidifier Control Systems and Methods;
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Witness 1

Signature:

Witness 1

Printed Name:

Witness 2

Signature:

Witness 2

Printed Name:

Hung M. PHAM

Date

Witness 1

Signature:

Witness 1

Printed Name:

Witness 2

Signature:

Witness 2

Printed Name:

Stuart K. MORGAN

Date

Witness 1

Signature:

Witness 1

Printed Name:

Witness 2

Signature:

Witness 2

Printed Name:

Brian R. BUTLER

Date

19 Nov 2018

11/19/2018

Andrew M. Welch

David Alamo

Andrew M. Welch

David Alamo

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