

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5291108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEOFF SEAN LYON	10/19/2018
PAT MCGINN	11/19/2018
MIKE HOLDEN	10/19/2018
BRYDON GIERL	10/19/2018
RECEIVING PARTY DATA	
Name:	COOLIT SYSTEMS INC.
Street Address:	#10, 2928 SUNRIDGE WAY NE
City:	CALGARY
State/Country:	CANADA
Postal Code:	T1Y 7H9
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62571420
Application Number:	16158227
PCT Number:	IB2018057907
CORRESPONDENCE DATA	
Fax Number:	
<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:	5038449009
Email:	docketing@ganzlaw.com
Correspondent Name:	LLOYD L POLLARD II
Address Line 1:	P.O. BOX 2200
Address Line 4:	HILLSBORO, OREGON 97123
ATTORNEY DOCKET NUMBER:	COOL2022US/PR/PCT
NAME OF SUBMITTER:	RACHEL A. TOWNSEND
SIGNATURE:	/Rachel A. Townsend/
DATE SIGNED:	12/19/2018
Total Attachments: 5	

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ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, I/we, the undersigned, as inventor(s)/Assignor(s) of certain inventions, (hereafter, the "Inventions") for which we are making an application, as follows:

United States Provisional Patent Application;
Entitled: COOLING SYSTEMS, CONTROLLERS AND METHODS
Filed on October 12, 2017
Assigned Application Serial Number 62/571,420
Identified by Attorney Docket No COOL2022PR of Ganz Pollard, LLC, P.O. Box 2200,
Hillsboro, OR 97123

And

United States Non-Provisional Patent Application;
Entitled: COOLING SYSTEMS, CONTROLLERS AND METHODS
Filed: October 11, 2018
Assigned Application Serial Number 16/158,227
Identified by Attorney Docket No. COOL2022US of Ganz Pollard, LLC, P.O. Box 2200,
Hillsboro, OR 97123

And

International PCT Patent Application;
Entitled: COOLING SYSTEMS, CONTROLLERS AND METHODS
Filed: October 12, 2018
Assigned Application Serial Number PCT/IB2018/057907
Identified by Attorney Docket No. COOL2022PCT of Ganz Pollard, LLC, P.O. Box 2200,
Hillsboro, OR 97123

(Hereinafter referred to as the "Patent Application")

hereby sell, assign, and transfer unto
COOLIT SYSTEMS, INC
of #10, 2928 Sunridge Way NE, Calgary, AB, Canada T1Y 7H9 a corporation
as Assignee,

for its own use and benefit, and for its successors and assigns, or such nominee(s) as it may designate (hereinafter individually and collectively referred to as the "Assignee"), the entire right, title and interest, for all countries, in and to: (a) the Inventions; (b) the Patent Applications and all related patent rights; (c) all other provisional, non-provisional, and design patent applications pertaining to said inventions or the Patent Applications (the "Other Applications"); (d) all patent or registration applications claiming priority to the Patent Applications and/or to the Other Applications, or from which the Patent Applications or the Other Applications claim priority, including international and foreign applications (collectively, the "Priority Applications"); (e) all continuation, continuation-in-part, and divisional applications of the Patent Applications, the Other Applications and the Priority Applications (the "Continuing Applications"); (f) all

ASSIGNMENT

reissues, re-examinations and/or extensions relating to or of the Patent Applications, the Other Applications or the Priority Applications, including, without limitation, all renewals of and/or substitutes thereof (collectively, the "Extensions"); and (g) all rights and privileges that may be issued, granted, registered, or otherwise arise from, in any country, all said Inventions (such rights and privileges including, without limitation, all patent rights, other protections arising from patent applications, and other proprietary rights). Hereinafter, all the Patent Applications, Other Applications, Priority Applications, Continuing Applications and rights arising therefrom are collectively referred to as "Patent Family Rights."

If the U.S. Serial Number, the filing date, or both, are unknown at the time of execution of this Assignment, Assignor authorizes any attorney listed with GANZ POLLARD, LLC, or otherwise listed with USPTO Customer Number 22874, to insert where indicated above, the serial number, the filing date, or both, when known, and to make changes to the Attorney Docket No. listed herein.

Without limiting the generality of the foregoing, Assignor(s) requests and agrees that all patents under Patent Family Rights shall issue to said Assignee, as the sole owner of the entire right, title and interest in and to any and all said patents and said inventions thereby patented. And Assignor(s) grants Assignee a limited power of attorney to execute documents on behalf of Assignor(s) to give effect to this provision in case Assignor(s) is unavailable, deceased, incapacitated, or otherwise unable or unwilling to cooperate in the process of effecting a transfer of ownership, or recordation of ownership right(s) in the name of the Assignee.

Assignor(s) agrees that, when requested, Assignor(s) will, without charge to said Assignee but at Assignee's expense, execute additional assignments and all other writings, make all declarations and take all oaths, and do all other acts which Assignee reasonably may deem necessary, desirable or convenient (i) for perfecting, securing, maintaining, asserting, and enforcing any and all Patent Family Rights in any and all countries and (ii) for vesting the entire right, title and interest therein and thereto solely in said Assignee. Assignor(s) authorizes and empowers said Assignee, to invoke and claim in any application in the Patent Family Rights filed by or for it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for or be an alternative to the Convention, and to invoke and claim such right of priority without further written or oral authorization from Assignor(s).

This Assignment grants said Assignee the sole right (a) to pursue in its own name any past, present, or future actions (including, without limitation, claims of infringement) based on any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, the Patent Family Rights; and (b) to exclusively retain any awards, settlements, or other remedies therefrom, as fully and as entirely as we would have had the right to pursue and to retain had this assignment and sale not been made.

A copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose. More particularly, a copy of this Assignment shall prove Assignee's right to claim the aforesaid benefit of priority under the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may substitute for the Convention.

ASSIGNMENT

Assignor(s) acknowledges that Assignor(s) was obliged to assign all rights, title and interest in and to the Patent Family Rights to Assignee when the Inventions were conceived. Assignor(s) represents and warrants that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor(s) has full right to convey them as set forth herein.

Assignor(s) represents and warrants Assignor(s) will not execute any assignment, encumbrance or other writing, or do any other act, that conflicts (a) with this Assignment or (b) without limiting the generality of the foregoing, with any provision set forth herein.

If Assignor(s) previously executed an assignment of rights via another assignment agreement, e.g., an employment agreement, independent contractor agreement, consulting agreement, joint development agreement, etc., all grants of rights described herein shall be effective as of the date of the earliest grant of rights under any such agreement. Nothing herein shall supersede any non-conflicting provisions of any such agreement.

IN WITNESS WHEREOF, Assignor(s) sign names on the day and year set forth below.




GEOFF SEAN LYON

19/04/2018

DATE

We, the undersigned witnesses, do swear and affirm that: GEOFF SEAN LYON came before us and executed this assignment in our presence on the date indicated; GEOFF SEAN LYON is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:

 _____
Signature Printed Name Date

 _____
Signature Printed Name Date

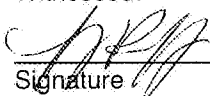
ASSIGNMENT


PAT MCGINN

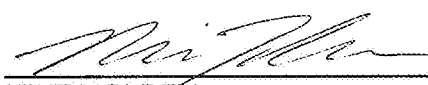
11/19/2018
DATE

We, the undersigned witnesses, do swear and affirm that: PAT MCGINN came before us and executed this assignment in our presence on the date indicated; PAT MCGINN is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:


Signature Megan Reviczky
Printed Name 11/19/2018
Date

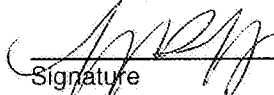

Signature Ashlea Watts
Printed Name 11/19/2018
Date


MIKE HOLDEN

11/19/2018
DATE

We, the undersigned witnesses, do swear and affirm that: MIKE HOLDEN came before us and executed this assignment in our presence on the date indicated; MIKE HOLDEN is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:


Signature Megan Reviczky
Printed Name 11/19/2018
Date


Signature Ashlea Watts
Printed Name 11/19/2018
Date

ASSIGNMENT

Brydon Gierl
BRYDON GIERL

19/0ct/2018
DATE

We, the undersigned witnesses, do swear and affirm that: BRYDON GIERL came before us and executed this assignment in our presence on the date indicated; BRYDON GIERL is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:

Megan Reviczky Megan Reviczky 19/0ct/2018
Signature Printed Name Date

Ashlea Watts Ashlea Watts 19/0ct/2018
Signature Printed Name Date