

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5296364

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SUBMISSION TO CORRECT PREVIOUSLY RECORDED LIEN AND OATH/DECLARATION AT REEL/FRAME 044654/0270
RESUBMIT DOCUMENT ID:	504849612

CONVEYING PARTY DATA

Name	Execution Date
G THERM ENERGY, INC.	03/23/2018

RECEIVING PARTY DATA

Name:	G THERM ENERGY, INC.
Street Address:	251 RIVERSIDE AVENUE
Internal Address:	FLOOR 2
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9091460

CORRESPONDENCE DATA

Fax Number: (203)261-5676

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.

Phone: 2032611234

Email: stc@warefressola.com

Correspondent Name: WARE, FRESSOLA, MAGUIRE & BARBER LLP

Address Line 1: 755 MAIN STREET

Address Line 2: BRADFORD GREEN, BUILDING FIVE

Address Line 4: MONROE, CONNECTICUT 06468

ATTORNEY DOCKET NUMBER:	800-163.012-1
NAME OF SUBMITTER:	STEVEN T. COOPER
SIGNATURE:	/Steven T. Cooper/
DATE SIGNED:	12/21/2018

Total Attachments: 31

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Director of the U.S. Patent and Trademark Office
Mail Stop: **Assignment Recordation Services**
P.O. Box 1450
Alexandria, VA 22313-1450

REQUEST TO CORRECT ASSIGNMENT ERRONEOUSLY RECORDED AGAINST
PATENT (MPEP § 307)

DECLARATION

This correction of assignment information is to be applied to U.S. Patent No. 9,091,460.

The owner of the above-identified patent is GTherm Energy, Inc., located in Westport, Connecticut.

On December 3, 2017, a lien document was recorded in the above-referenced patent at Reel 044654 and Frame 0270, which in the Patent Assignment Abstract of Title incorrectly identifies Michael J. Parrella, Sr. as "assignor" and Jerrold M. Metcoff as "assignee." A copy of this document is included as Appendix A. The patent owner, GTherm Energy, Inc., respectfully submits that this lien document was improperly recorded in the above-referenced patent and contains erroneous information, and requests that the assignment records be corrected to make clear that GTherm Energy, Inc. is the owner of the patent and that the recorded lien document does not alter the chain of title of the patent.

The owner has contacted the party who recorded these papers to request that the party record corrective papers, and the party is unwilling.

Summary of Chain of Title

The Patent Assignment Abstract of Title for U.S. Patent No. 9,091,460 is included herewith as Appendix B. The chain of title for this patent is as follows: (1) an assignment from inventor Michael J. Parrella, Sr. to GTherm, Inc. was recorded on March 5, 2015 at Reel / Frame 035092 / 0929; (2) an assignment from GTherm, Inc. to GTherm EOR, Inc. was recorded on February 24, 2016 at Reel / Frame 037814 / 0308; and (3) a change of name was recorded on May 2, 2016 at Reel / Frame 038589 / 0340 to reflect the name change of GTherm EOR, Inc. to GTherm Energy, Inc. A corrective assignment pertaining to the assignment between GTherm, Inc. and GTherm EOR, Inc. was also recorded on May 3, 2017 at Reel / Frame 042262 / 0239. Thus, the chain of title for U.S. Patent No. 9,091,460 identifies GTherm Energy, Inc. as the current owner.

Document Recorded on December 3, 2017

The lien document recorded on December 3, 2017 at Reel / Frame 044654 / 0270 was improperly filed and recorded by another with erroneous information, and has led to a misleading interpretation regarding ownership of the above-referenced patent.

There is nothing in the recorded Judgment Lien Certificate that states that the above-identified patent relates to the Judgment Lien Certificate. The only instance in which the patent is identified is in the unsigned cover letter accompanying the "Judgment Lien Certificate" dated December 3, 2017. This page clearly forms no part of the pages of documents that follow, which were stamped in 2011. There is nothing in the recorded documents that indicates that the above-identified patent, which is not owned by Michael J. Parrella, Sr., is subject to the alleged lien.

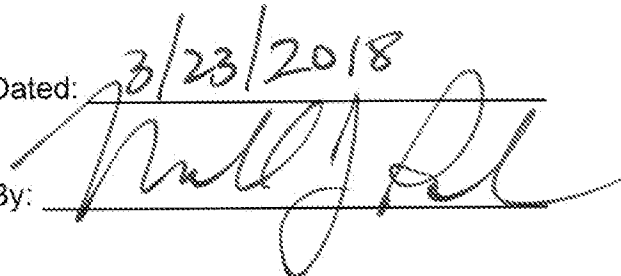
Additionally, it is noted that this recorded document was further improperly filed in the above-identified patent and contains erroneous information because it states on the cover sheet that "This document serves as an Oath/Declaration (37 CFR 1.63)." Because Jerrold Metcoff is not an inventor on the identified patent, it is improper for a non-inventor to file an inventor oath or declaration under 37 CFR 1.63 and for such a document to be recorded on his behalf.

In view of the foregoing, the undersigned owner, GTherm Energy, Inc., respectfully requests that the assignment records be corrected for U.S. Patent No. 9,091,460, to clearly reflect that GTherm Energy, Inc. is the current owner of the patent.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the submission, declares that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

GTherm Energy, Inc.

Dated: 3/23/2018

By: 

Name: Michael J. Parrella

Title: CEO

APPENDIX A

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4715092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
MR MICHAEL J. PARRELLA SR	02/17/2011
RECEIVING PARTY DATA	
Name:	MR JERROLD M. METCOFF
Street Address:	14 DEER RIDGE RD
City:	ROXBURY
State/Country:	CONNECTICUT
Postal Code:	06783
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9091460
Patent Number:	9512677
Patent Number:	9574551
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:	860-355-3922
Email:	jerry.metcoff@att.net
Correspondent Name:	JERROLD METCOFF
Address Line 1:	14 DEER RIDGE RD
Address Line 4:	ROXBURY, CONNECTICUT 06783
NAME OF SUBMITTER:	JERROLD METCOFF
SIGNATURE:	/Jerrold Metcoff/
DATE SIGNED:	12/03/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 24	
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December 3, 2017

To whom it may concern,

The judgment against Michael Parrella Sr. and the corresponding liens filed at the Connecticut Secretary of State apply only to Mr. Parrella's interest in the patents here-in named. The judgment lien pre-dates all other assignments and covers "all patents and future patents and patent applications".

Patent #'s:

9574551

9512677

9091460



SECRETARY OF THE STATE OF CONNECTICUT

11. 52478

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150473, HARTFORD, CT 06115-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06108
PHONE: 860-509-6002 WEBSITE: WWW.CONCORD-SETS.CT.GOV

JUDGMENT LIEN CERTIFICATE

FILING #0002800363 PG 01 OF 04 VOL U-00433
FILED 02/25/2011 01:19 PM PAGE 02669
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 81/2

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS):		FILING FEE: \$50			
CUSTOMER ID:		MAKE CHECKS PAYABLE TO "SECRETARY OF STATE"			
NAME:	Berman and Sabie LLC				
ADDRESS:	100 Pearl Street, 4th Floor				
CITY:	Hartford				
STATE:	Connecticut			ZIP:	06103
1. JUDGMENT DEBTORS FULL LEGAL NAME					
OR	1A. ORGANIZATION'S NAME				
OR	1B. INDIVIDUAL'S				
	LAST NAME	FIRST NAME	MIDDLE J.	SUFFIX Sr.	
	Parrella	Michael			
1C. MAILING ADDRESS:					
ADDRESS:	40 Kellogg Hill Road				
CITY:	Weston				
STATE:	Connecticut	ZIP:	06883	COUNTRY:	USA
2. ADDITIONAL JUDGMENT DEBTORS FULL LEGAL NAME					
OR	2A. ORGANIZATION'S NAME				
OR	2B. INDIVIDUAL'S				
	LAST NAME	FIRST NAME	MIDDLE	SUFFIX	
2C. MAILING ADDRESS:					
ADDRESS:					
CITY:					
STATE:		ZIP:		COUNTRY:	

3. JUDGMENT CREDITORS FULL LEGAL NAME

3A. ORGANIZATION'S NAME

OR

3B. INDIVIDUAL'S

LAST NAME Metcoff

FIRST NAME Jerrold

MIDDLE M

SUFFIX

FILING #0002800363 PG 02 OF 04 VOL U-00433
FILED 02/25/2011 01:19 PM PAGE 02670
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

3C. MAILING ADDRESS:

ADDRESS: 14 Deer Ridge Road

CITY: Roxbury

STATE: Connecticut

ZIP: 06783

COUNTRY: USA

4. ADDITIONAL JUDGMENT CREDITORS FULL LEGAL NAME

4A. ORGANIZATION'S NAME

OR

4B. INDIVIDUAL'S

LAST NAME

FIRST NAME

MIDDLE

SUFFIX

4C. MAILING ADDRESS:

ADDRESS:

CITY:

STATE:

ZIP:

COUNTRY:

5. COURT IN WHICH JUDGMENT WAS RENDERED

Superior Court, Judicial District of Waterbury, at Waterbury, Complex Litigation Docket

6. DATE OF JUDGMENT

February 17, 2011

7. ORIGINAL JUDGMENT AMOUNT

\$1,081,026.00

8. AMOUNT DUE

\$1,081,026.00

9. PERSONAL PROPERTY ON WHICH LIEN IS PLACED

See attached.

10. JUDGMENT CREDITOR SIGNATURE

Judgment Creditor's attorney:
Michael P. Berman



11. DATE:

February 25, 2011

SCHEDULE A
JUDGMENT LIEN CERTIFICATE

JUDGMENT DEBTOR
MICHAEL J. PARRELLA, SR.
40 KELLOGG HILL ROAD
WESTON, CT 06883

JUDGMENT CREDITOR
JERROLD M. METCOFF
14 DEER RIDGE ROAD
ROXBURY, CT 06783

DESCRIPTION OF PERSONAL PROPERTY ON WHICH LIEN IS TO BE PLACED:

TO THE EXTENT THAT THE FOLLOWING ARE NOT EXEMPT UNDER THE LAWS OF THE STATE OF CONNECTICUT THIS JUDGMENT LIEN SHALL ATTACH TO AND COVER THE FOLLOWING TYPES AND/OR ITEMS OF PROPERTY: ALL LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS, ALL PARTNERSHIP INTERESTS, ALL EQUIPMENT, MACHINERY, APPLIANCES, FURNITURE, FIXTURES, INVENTORY, GOODS, ACCOUNTS, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, BANK ACCOUNTS, FINANCIAL ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, CASH, GENERAL INTANGIBLES AND ALL OTHER ARTICLES OF PERSONAL PROPERTY OF EVERY KIND AND NATURE WHATSOEVER, NOW EXISTING OR HEREAFTER ARISING WITH RESPECT THERETO, ALL INCREASES, ADDITIONS AND ACCESSIONS THERETO AND ALL RENEWALS, SUBSTITUTIONS AND REPLACEMENTS THEREOF AND PROCEEDS AND PRODUCTS OF ALL OF THE FOREGOING, WHEREVER ANY OF THE FOREGOING ARE LOCATED.



MICHAEL P. BERMAN
BERMAN AND SABLE LLC
ATTORNEY FOR PLAINTIFF/
JUDGMENT CREDITOR

DOCKET NO.: (X06) CV 04-0184701 S : SUPERIOR COURT
JERROLD M. METCOFF : COMPLEX LITIGATION DOCKET
and DAVID B. WILSON, :
Plaintiffs, : AT
VS. : WATERBURY
NCT GROUP, INC., ET AL. :
Defendants. : FEBRUARY 25, 2011

CERTIFICATION


Pursuant to Connecticut General Statutes § 52-351a, this is to certify that a copy of the Judgment Lien Certificate and Schedule A, attached hereto has been mailed this 25TH day of February, 2011, via U.S. mail, first class, postage prepaid, to:

Michael J. Parrella, Sr.
40 Kellogg Hill Road
Weston, CT 06883

Edward Krumeich, Esq.
Ivey, Barnum & O'Mara, LLC
170 Mason Road
Greenwich, CT 06830

And further, that said Judgment Lien Certificate and Schedule A has been hand delivered to the office of the Secretary of State of the State of Connecticut, for recording and filing this 25th day of February, 2011.

THE PLAINTIFF
JERROLD METCOFF

By 
MICHAEL P. BERMAN
Berman and Sable LLC
His Attorneys

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
this 21ST day of April A.D. 2011

Devin W. Smith BLD
SECRETARY OF THE STATE

STATE OF CONNECTICUT
UCC-3 FINANCING STATEMENT AMENDMENT

Follow Instructions Carefully

Requesting Party Cust ID : 001820273

Name : JERROLD METCOFF

Address : 14 DEER RIDGE

City : ROXBURY

State : CT

Zip : 06783

Fee \$50.00 (Space for filing office use only)

FILING #0002809664 PG 1 OF 2
VOL 00436 PAGE 3688
FILED ON 04/18/2011 07:20 AM
CONNECTICUT SECRETARY OF THE STATE

1. INITIAL FINANCING STATEMENT FILE # :

0002800363

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the secured party authorizing this termination statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the secured party authorizing this continuation statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT(full or partial): Give name of assignor at point 7.

5. AMENDMENT(PARTY INFORMATION) :

5.1 This Amendment Affects :

Defendant Plaintiff

Added Deleted Change

6. AMENDMENT (COLLATERAL CHANGE): (Check only one box)

Added Deleted Restated Assigned

7. NAME OF PARTY OF RECORD AUTHORIZING THIS AMENDMENT : ((name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor).

METCOFF M JERROLD

8. OPTIONAL FILER REFERENCE DATA :

9. Amendment (Collateral Change Description):

THIS JUDGMENT LIEN SHALL ALSO ATTACH TO AND COVER ALL US AND INTERNATIONAL PATENTS, PROVISIONAL PATENTS AND PATENT APPLICATIONS AND ALL FUTURE REGISTERED PATENTS, PROVISIONAL PATENTS AND PATENT APPLICATIONS. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING US PATENT APPLICATIONS: 20090320475, 20100269501, 20100270001, 20100270002, 20100276115.

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,
this 21st day of April A.D. 2011

Denise W. Smith *BD*
SECRETARY OF THE STATE

Online Report



SECRETARY OF THE STATE OF CONNECTICUT
UCC-3 FINANCING STATEMENT AMENDMENT

FILING #0003099088 PG 1 OF 1
VOL 00577 PAGE 0765
FILED ON 01/21/2016 08:50 AM
SECRETARY OF THE STATE OF CONNECTICUT

1. INITIAL FINANCING STATEMENT FILE # :

0002800363

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the secured party authorizing this termination statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the secured party authorizing this continuation statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT(full or partial):** Give name of assignor at point 7.

5. **AMENDMENT(PARTY INFORMATION) :**

5.1 This Amendment Affects :

- Defendant Plaintiff
 Added Deleted Change

6. **AMENDMENT (COLLATERAL CHANGE):** (Check only one box)

- Added Deleted Restated Assigned

7. **NAME OF PARTY OF RECORD AUTHORIZING THIS AMENDMENT :** ((name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor check here and enter name of debtor authorizing this amendment).

METCOFF M JERROLD

8. **OPTIONAL FILER REFERENCE DATA :**

***** END *****

A.C. 33228

DOCKET NO.: (X06) CV 04-0184701 S

JERROLD M. METCOFF,
14 Deer Ridge Road, Roxbury, CT 06783
and
DAVID B. WILSON,
852 Woodtick Road, Wolcott, CT 06716
Plaintiffs,

VS.

NCT GROUP, INC.,
MIDCORE SOFTWARE, INC.
ARTERA GROUP, INC.
c/o Michael Parrella, Sr., 40 Kellogg Hill Road,
Weston, CT 06883,
MICHAEL J. PARRELLA, SR.,
40 Kellogg Hill Road, Weston, CT 06883
MORTON SALKIND, 68 MacKenzie Lane,
Denville, NJ 07834
CAROLE SALKIND, 68 MacKenzie Lane,
Denville, NJ 07834

SUPERIOR COURT

JUDICIAL DISTRICT
OF WATERBURY

COMPLEX LITIGATION
DOCKET

FEBRUARY 17, 2011

PRESENT: HONORABLE BARRY K. STEVENS

This action came to court by writ, summons and complaint dated April 15, 2004, against the defendants NCT Group, Inc. ("NCT Group"), Midcore Software, Inc. ("NCT Midcore"), Artera Group, Inc. ("Artera") (collectively "NCT entities"), and Michael J. Parrella, Sr. ("Michael Parrella") (collectively the "NCT Group defendants"), with a return date of May 18, 2004, and thence to May 19, 2004, when the NCT Group defendants appeared, and thence to June 17, 2004, when the plaintiffs amended their complaint as of right and thence to July 2, 2004 when the NCT Group defendants filed a motion to strike counts two, ten through sixteen, eighteen, and twenty through twenty-three of the amended complaint, and thence to July 14, 2004, when the plaintiffs moved to cite-in as an additional defendant,

PATENT
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Carole Salkind, and thence to July 29, 2004, when the action was transferred to the complex litigation docket in the judicial district of Waterbury, and thence to September 9, 2004 when the plaintiffs filed their opposition to the motion to strike, and thence to October 8, 2004 when the plaintiffs claimed this action to a trial by jury, and thence to October 26, 2004 when the court granted the plaintiffs' motion to cite in as an additional party defendant, Carole Salkind, and thence to November 8, 2004, when the plaintiffs caused service on the defendant, Carole Salkind, of the order granting the motion to cite-in, in addition to the writ, summons and amended complaint, with a return date of December 14, 2004, and thence to December 15, 2004 when the defendant Carole Salkind appeared, and thence to January 10, 2005 when the court granted the NCT Group defendants' motion to strike as to count two of the amended complaint and denied the motion to strike as to counts ten through sixteen, eighteen, and twenty through twenty-three of the amended complaint, and thence to January 25, 2005 when the plaintiffs filed their substitute complaint dated January 24, 2005 ("first substitute complaint"), and thence to February 22, 2005 when the NCT Group defendants filed a request to revise the first substitute complaint, and thence to March 24, 2005 when the plaintiffs filed their objection thereto, and thence to April 21, 2005 when Carole Salkind filed a request to revise the first substitute complaint, and thence to April 25, 2005 when the court sustained in part the plaintiffs' objection to the NCT Group defendants' request to revise the first substitute complaint, and thence to May 20, 2005 when the plaintiffs filed their objection to the defendant Carole Salkind's request to revise the first substitute complaint, and thence to June 21, 2005 when the plaintiffs filed a motion to amend their first substitute complaint and a proposed second amended complaint, dated June 21, 2005 ("second amended

complaint"), and thence to July 12, 2005, when the plaintiffs filed a motion to cite in additional party defendants, including the defendant Morton Salkind, and thence to July 29, 2005 when the court granted the plaintiffs' motion to cite in additional party defendants as to the defendant Morton Salkind, and thence to August 15, 2005 when the plaintiffs caused service on defendant Morton Salkind of the order granting the motion to cite-in along with the writ, summons and second amended complaint, with a return date of September 27, 2005, and thence to August 18, 2005 when the NCT Group defendants filed a request to revise the second amended complaint, and thence to September 9, 2005 when the defendant Morton Salkind appeared, and thence to September 19, 2005 when the plaintiffs filed their objection to the NCT Group defendants' request to revise the second amended complaint, and thence to October 3, 2005 when the court sustained in part the plaintiffs' objections to the NCT Group defendants' request to revise the second amended complaint, and thence to October 20, 2005 when the plaintiffs filed their revised complaint dated October 19, 2005 ("revised complaint"), and thence to October 31, 2005 when the defendants Carole Salkind and Morton Salkind ("Salkinds") filed their request to revise the revised complaint, and thence to November 3, 2005 when the NCT Group defendants filed their request to revise the revised complaint, and thence to November 30, 2005 when the plaintiffs filed their objection to the Salkinds' request to revise the revised complaint, and thence to December 5, 2005 when the plaintiffs filed their objection to the NCT Group defendants' request to revise the revised complaint, and thence to December 20, 2005 when the court sustained in part the plaintiffs' objection to the NCT Group defendants' request to revise the revised complaint and sustained the plaintiffs' objections to the Salkinds' request to revise the revised complaint, and thence to January 5, 2006 when the

plaintiffs filed their second revised complaint ("second revised complaint"), and thence to January 27, 2006 when the NCT Group defendants filed a motion to strike as to counts three, six through eight, twenty-four and twenty-eight of the second revised complaint, and the Salkinds filed a motion to strike as to counts twenty-seven and twenty-nine of the second revised complaint and claims for punitive damages against the Salkinds in the prayer for relief, and thence to March 15, 2006 when the plaintiffs filed objections to said motions to strike dated January 27, 2006, and thence to April 28, 2006 when the court denied in part the aforementioned motions to strike dated January 27, 2006, and thence to June 20, 2006 when the plaintiffs filed their second substitute complaint ("second substitute complaint"), and thence to August 29, 2005 when the NCT Group defendants filed counterclaims ("counterclaims") against the plaintiffs, and thence to October 10, 2006 when the NCT Group defendants filed their answer and special defenses to the second substitute complaint, and thence to November 1, 2006 when the plaintiffs filed their reply to the NCT Group defendants' special defenses to the second substitute complaint and their answer and special defenses to the NCT Group defendants' counterclaims, and thence to November 8, 2006 when the Salkinds filed their answer and special defenses to the second substitute complaint, and thence to November 15, 2006 when the plaintiffs filed their reply to the Salkinds' special defenses to the second substitute complaint, and thence to November 16, 2006 when the plaintiffs filed their claim for jury and the NCT Group defendants filed their reply to the plaintiffs' special defenses to the counterclaims, and thence to November 21, 2006 when the plaintiffs filed a certificate of closed pleadings, and thence to December 31, 2008 when the NCT Group defendants filed a motion for permission to file a motion for summary judgment, together with their motion for summary

judgment, and thence to January 2, 2009 when the Salkinds filed a motion for permission to file a motion for summary judgment, together with their motion for summary judgment, and thence to January 5, 2009 when the court granted the motions for permission to file a motion for summary judgment, and thence to January 26, 2009 when the plaintiffs filed their objections and memoranda of law to the motions for summary judgment filed by the NCT Group defendants and the Salkinds, and thence to April 3, 2009 when the court sustained the plaintiffs' objections to the motions for summary judgment and denied the motions for summary judgment, and thence to April 22, 2009 when the Salkinds filed a notice of bankruptcy indicating that Morton Salkind filed a voluntary petition under Chapter 7 of Title 11 of the United States Code and that all litigation involving Morton Salkind and the property of his estate is stayed as of the date of filing, and further that the Salkinds submit that this action against them is stayed, and thence to April 22, 2009 when the plaintiffs filed a partial objection thereto, and thence to May 12, 2009 when the NCT Group defendants filed a notice of bankruptcy indicating that the NCT entities had filed voluntary petitions for relief under the provisions of Chapter 7 of Title 11 of the United States Code and further indicating that as a result certain acts and proceedings against the NCT entities and their properties are stayed, and thence to May 12, 2009 when counsel for the NCT Group defendants filed a motion to withdraw as counsel for the NCT Group defendants, and thence to May 15, 2009 when the defendant Michael Parrella filed a motion to continue the trial scheduled to begin on May 27, 2009, and thence to May 18, 2009 when the plaintiffs filed their objection to the motion to withdraw appearance filed by counsel for the NCT Group defendants, and thence to May 21, 2009 when the plaintiffs filed their objection to the motion to continue the trial filed by the defendant Michael Parrella, and thence to May

26, 2009 when the court granted the motion to withdraw appearance filed by counsel for the NCT Group defendants and continued the trial, and thence to May 27, 2009 when the court sustained the plaintiffs' partial objection and stayed the action only as to the defendant Morton Salkind, and thence to June 10, 2009 when the court granted the defendant Michael Parrella's motion to continue the trial, and thence to June 25, 2009 when the plaintiffs filed a notice that the NCT entities' bankruptcy cases had been dismissed, and thence to July 6, 2009 when the plaintiffs filed a motion for default for failure to appear against the NCT entities and a motion for nonsuit against the NCT entities for failure to appear with respect to the counterclaims, and thence to August 3, 2009 when the court indicated that the Salkinds had filed for bankruptcy and the action against them is subject to the bankruptcy stay, and thence to August 3, 2009 when the court granted both the motion for default for failure to appear and the motion for nonsuit, and then to August 3, 2009 when the court rendered judgment in favor of the plaintiffs and against the NCT entities on the counterclaims and ordered a hearing in damages as to the plaintiffs' claims against the NCT entities, and thence to February 2, 2010 when the plaintiffs filed a motion to dismiss the counterclaims filed by the defendant Michael Parrella, and thence to March 9, 2010 when the defendant Michael Parrella filed a motion for leave to amend his answer to assert an additional special defense, and thence to March 11, 2010 when the court granted the motion to dismiss, and thence to March 15, 2010 when the plaintiffs filed their objection to the defendant Michael Parrella's motion for leave to amend his answer to assert an additional special defense, and thence to March 16, 2010 when the court denied Michael Parrella's motion for leave to amend his answer to assert an additional special defense, and thence to the time when the plaintiffs waived their right to a jury trial on the

attorneys fees claimed in count fourteen of the second substitute complaint, and thence to the time when the court committed the action to the jury, and thence to April 21, 2010 when the jury returned a verdict ("verdict") on the second substitute complaint in favor of the plaintiffs and against the defendant Michael Parrella, NCT Group and NCT Midcore as follows:

- Verdict in favor of the plaintiffs and against the defendant Michael Parrella:
 - Count Ten: Negligent Misrepresentation
 - Jerrold Metcoff--\$559,982
 - David Wilson--\$496,318
 - Count Thirteen: Intentional Misrepresentation
 - Jerrold Metcoff--\$113,855, and punitive damages should be awarded
 - David Wilson--\$143,434, and punitive damages should be awarded
 - Count Twenty-Four: violations of the Connecticut Unfair Trade Practices Act
 - Jerrold Metcoff--\$113,855
 - David Wilson--\$143,434
- Verdict in favor of Plaintiffs and against defendants NCT Group, NCT Midcore:
 - Count One: Breach of Contract against NCT Group
 - Jerrold Metcoff--\$559,982, plus \$315,609 in interest
 - David Wilson--\$496,318, plus \$283,704 in interest
 - Count Three: Breach of Contract against NCT Group
 - Jerrold Metcoff--\$113,855, plus \$64,169 in interest
 - David Wilson--\$143,434 , plus \$81,989 in interest

- Count Six: Breach of contractual representations and warranties against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$559,982, plus \$315,609 in interest
 - David Wilson--\$496,318, plus \$283,704 in interest
- Count Eight: Breach of contractual representations and warranties against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$113,855, plus \$64,169 in interest
 - David Wilson--\$143,434 , plus \$81,989 in interest
- Count Nine: breach of contractual representations and warranties against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$559,982, plus \$315,609 in interest
 - David Wilson--\$496,318, plus \$283,704 in interest
- Count Ten: Negligent Misrepresentation against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$559,982
 - David Wilson--\$496,318
- Count Twelve: Negligent Misrepresentation against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$113,855
 - David Wilson--\$143,434
- Count Thirteen: Intentional Misrepresentation against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$113,855, and punitive damages should be awarded
 - David Wilson--\$143,434, and punitive damages should be awarded
- Count Fourteen: Indemnification against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$673,837, plus \$379,778 in interest

- David Wilson--\$639,752, plus \$365,693 in interest
- Count Eighteen: breach of the implied covenant of good faith and fair dealing against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$673,837
 - David Wilson--\$639,752
- Count Twenty-Four: violation of the Connecticut Unfair Trade Practices Act against NCT Group, NCT Midcore
 - Jerrold Metcoff--\$113,855
 - David Wilson--\$143,434

And thence to April 21, 2010 when the court accepted the verdict, and thence to April 30, 2010 when defendant Michael Parrella filed a motion to set aside the verdict and for judgment notwithstanding the verdict and to reduce the damage awards ("motion to set aside verdict"), and thence to May 21, 2010 when the plaintiffs filed their objection to the motion to set aside the verdict, and thence to July 21, 2010 when the court conducted a hearing ("supplementary hearings") on the plaintiffs' claims for punitive damages under the common law in connection with count thirteen of the second substitute complaint and on the plaintiffs' claims for punitive damages, attorneys fees and costs in connection with count twenty-four of the second substitute complaint (asserting violation of the Connecticut Unfair Trade Practices Act) and on the plaintiffs' claims for litigation expenses in connection with count fourteen of the second substitute complaint, and thence to August 3, 2010 and August 6, 2010 when the supplementary hearings continued, and thence to August 10, 2010 when the court denied the motion to set aside verdict and sustained the plaintiffs' objection to the motion to set aside the verdict, and thence to August 26,

2010 when the defendant Michael Parrella filed an appeal as to the court order denying the motion to set aside verdict, and thence to August 31, 2010 when the plaintiffs filed their motion to dismiss the appeal filed by the defendant Michael Parrella, and thence to September 17, 2010 when the plaintiffs filed briefs in support of their claims for punitive damages under the common law and for punitive damages, attorneys fees and costs pursuant to the Connecticut Unfair Trade Practices Act, and thence to November 12, 2010 when the appellate court dismissed the appeal filed by Michael Parrella, and thence to February 14, 2011 when the plaintiffs filed their brief in support of their claim for litigation expenses under count fourteen of the second substitute complaint, claiming indemnification, and then to February 17, 2011 when the court filed a memorandum of decision on attorneys fees and punitive damages ("first February 2011 memorandum") on the plaintiffs' claims for attorneys fees and punitive damages, and filed a memorandum of decision on claims for equitable relief and indemnification pertaining to certain claims against the NCT entities, and rendered and imposed judgment in favor of the plaintiffs and against the defendant Michael Parrella and the NCT entities, in the following amounts, plus statutory costs:

Count One-Breach of Contract

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$559,982, plus \$315,609 in interest, and in favor of the plaintiff David B. Wilson for \$496,318, plus \$283,704 in interest, and against the defendant NCT Group, Inc.

Count Two-Breach of Contract

Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against the defendants NCT Group, Inc. and NCT Midcore, Inc. for \$1 nominal damages.

Count Three-Breach of Contract

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$113,855, plus \$64,169 in interest, and in favor of the plaintiff David B. Wilson for \$143,434, plus \$81,989 in interest, and against the defendant NCT Group, Inc.

Count Four-Breach of Contract

Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against the defendant NCT Group, Inc. for \$1 nominal damages.

Count Five-Breach of Contract

Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against the defendant NCT Group, Inc. for \$1 nominal damages.

Count Six-Breach of Contract

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$559,982, plus \$315,609 in interest, and in favor of the plaintiff David B. Wilson for \$496,318, plus \$283,704 in interest, and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Seven-Breach of Contract

Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against the defendants NCT Group, Inc. and NCT Midcore, Inc. for \$1 nominal damages.

Count Eight-Breach of Contract

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$113,855, plus \$64,169 in interest, and in favor of the plaintiff David B. Wilson for \$143,434, plus \$81,989 in interest, and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Nine-Breach of Contract

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$559,982, plus \$315,609 in interest, and in favor of the plaintiff David B. Wilson for \$496,318, plus \$283,704 in interest, and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Ten-Negligent Misrepresentation

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$559,982 and in favor of the plaintiff David B. Wilson for \$496,318 and against the defendants Michael J. Parrella, Sr., NCT Group, Inc. and NCT Midcore, Inc.

Count Eleven-Intentional Misrepresentation

Judgment enters against the plaintiffs Jerrold M. Metcoff and David B. Wilson and in favor of the defendants Michael J. Parrella, Sr.; and judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against NCT Group, Inc. and NCT Midcore, Inc. for \$1 nominal damages.

Count Twelve-Negligent Misrepresentation

Judgment enters against the plaintiffs Jerrold M. Metcoff and David B. Wilson and in favor of the defendant Michael J. Parrella, Sr.; and judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$113,855 and in favor of the plaintiff David B. Wilson for \$143,434 and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Thirteen-Intentional Misrepresentation

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$113,855, plus \$8,544.50 for punitive damages, and in favor David B. Wilson for \$143,434, plus \$8,544.50 for punitive damages, and against the defendants Michael J. Parrella, Sr., NCT Group, Inc. and NCT Midcore, Inc.

Count Fourteen-Contractual Indemnification

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$673,837, \$379,778 in interest, and \$446,000 in litigation expenses, and in favor of the plaintiff David B. Wilson for \$639,752, \$365,693 in interest, and \$446,000 in litigation expenses and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Fifteen-Tortious Interference With Contractual Relations

Judgment enters against the plaintiffs Jerrold M. Metcoff and David B. Wilson and in favor of the defendant Michael J. Parrella, Sr.; and judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against Artera Group, Inc. for \$1 nominal damages.

Count Sixteen-Fraudulent Transfer

Judgment enters against the plaintiffs Jerrold M. Metcoff and David B. Wilson and in favor of the defendant Michael J. Parrella, Sr.; and judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against the defendants NCT Group, Inc., NCT Midcore, Inc., and Artera Group, Inc. for \$1 nominal damages.

Count Seventeen-Civil Conspiracy

Judgment enters against the plaintiffs Jerrold M. Metcoff and David B. Wilson and in favor of the defendant Michael J. Parrella, Sr.; and judgment enters in favor of Jerrold M. Metcoff and David B. Wilson and against NCT Group, Inc., NCT Midcore, Inc., and Artera Group, Inc. for \$1 nominal damages.

Count Eighteen-Breach of the Covenant of Good Faith and Fair Dealing

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$673,837 and in favor of the plaintiff David B. Wilson for \$639,752, and against the defendants NCT Group, Inc. and NCT Midcore, Inc.

Count Nineteen-Unjust Enrichment

Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against Artera Group, Inc. for \$1 nominal damages.

Count Twenty-Resulting Trust

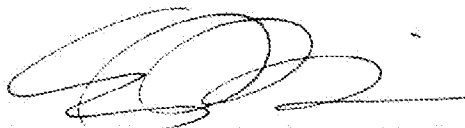
Judgment enters in favor of the plaintiffs Jerrold M. Metcoff and David B. Wilson and against Artera Group, Inc. for \$1 nominal damages.

Count Twenty-Four - Violation of the Connecticut Unfair Trade Practices Act

Judgment enters in favor of the plaintiff Jerrold M. Metcoff for \$113,855, plus \$270,000 for attorney fees and \$128,644.50 for punitive damages, and in favor of David B. Wilson for \$143,434, plus \$270,000 for attorney fees and \$128,644.50 for punitive damages, and against the defendants Michael J. Parrella, Sr., NCT Group, Inc. and NCT Midcore, Inc.; and judgment enters in favor of the plaintiff Jerrold M. Metcoff and in favor David B. Wilson and against Artera Group, Inc. for \$1 nominal damages.

And thence to February 25, 2011 when the court filed a correction to the first February 2011 memorandum, and thence to March 4, 2011 when the plaintiffs filed a bill of costs as to the action against the defendant Michael Parrella seeking an award of costs in the amount of \$3,279.80 (to be split equally between the plaintiffs) and an amended bill of costs as to the action against the defendants NCT Group and NCT Midcore seeking an award of costs in the amount of \$3,412.30 (to be split equally between the plaintiffs), and thence to March 8, 2011 when the defendant Michael Parrella filed an appeal, and thence to March 21, 2011 when the court granted the bill of costs as to the action against defendant Michael Parrella and the amended bill of costs as to the action against defendants, NCT Group and NCT Midcore.

BY THE COURT (STEVENS, J.)



Cathleen M. Devlin, Court Officer

DOCKET NO: (X06) CV 04-0184701 S : SUPERIOR COURT
JERROLD M. METCOFF : COMPLEX LITIGATION DOCKET
and DAVID B. WILSON, :
Plaintiffs, : AT
VS. : WATERBURY
NCT GROUP, INC., ET AL., :
Defendants : Dec 3, 2017

CERTIFICATION

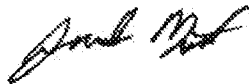
Pursuant to Connecticut General Statutes 52-351a, this is to certify that a copy of the Judgment Lien Certificate and attachments attached hereto have been mailed on December 3, 2017, via U.S. mail, first class, postage prepaid, to:

Michael J. Parrella, Sr.
40 Kellogg Hill Rd,
Weston, CT 06883

and

Michael J. Parrella, Sr.
c/o GTherm Inc.
251 Riverside Ave.
Westport, CT 06880

And further, that said Judgment Lien Certificate and attachments have been submitted to the United States Patent Office for recording and filing this 3rd day of December, 2017 on the properties listed in the documents.



JERROLD M. METCOFF
THE PLAINTIFF

APPENDIX B

Patent Assignment Abstract of Title

Total Assignments: 5

Application #: 14221742

Filing Dt: 03/21/2014

Patent #: 8091460

Issue Dt: 07/28/2013

PCT #: NONE

Int'l Reg #:

Publication #: US20150021924

Pub Dt: 01/22/2015

Inventor: Michael J Parrella SR.

Title: System and a method of operating a plurality of geothermal heat extraction borehole wells

Assignment: 1

Reel/Frame: 044654 / 0270

Received: 12/03/2017

Recorded: 12/03/2017

Mailed: 01/19/2018

Pages: 26

Conveyance: LIEN (SEE DOCUMENT FOR DETAILS).

Assignor: PARRILLA, MICHAEL J., SR, MF

Exec Dt: 02/17/2011

Assignee: METCOFF, JERROLD M., MR
14 DEER RIDGE RD
ROXBURY, CONNECTICUT 06783Correspondent: JERROLD METCOFF
14 DEER RIDGE RD
ROXBURY, CT 06783

Assignment: 2

Reel/Frame: 035082 / 0929

Received: 03/05/2015

Recorded: 03/05/2015

Mailed: 03/06/2015

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: PARRILLA, MICHAEL J., SR.

Exec Dt: 01/07/2015

Assignee: GATHERM, INC.
500 POST ROAD EAST
WESTPORT, CONNECTICUT 06880Correspondent: FRANCIS J. MAGUIRE
755 MAIN STREET
P.O. BOX 224
MONROE, CT 06468

Assignment: 3

Reel/Frame: 037814 / 0308

Received: 02/24/2016

Recorded: 02/24/2016

Mailed: 02/25/2016

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: GATHERM, INC.

Exec Dt: 02/22/2016

Assignee: GATHERM EOR, INC.
500 POST ROAD EAST
WESTPORT, CONNECTICUT 06880Correspondent: WARE FRESSOLA MAGUIRE & BARBER LLP
BRADFORD GREEN, BLDG. 5, 755 MAIN ST.
P.O. BOX 224
MONROE, CT 06468

Assignment: 4

Reel/Frame: 042262 / 0239

Received: 05/02/2017

Recorded: 05/02/2017

Mailed: 05/08/2017

Pages: 9

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE ASSIGNMENT TEXT PREVIOUSLY RECORDED ON REEL 037814 FRAME 0308. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT.

Assignor: GATHERM, INC.

Exec Dt: 02/22/2016

Assignee: GATHERM EOR, INC.
500 POST ROAD EAST
WESTPORT, CONNECTICUT 06880Correspondent: WARE, FRESSOLA, MAGUIRE & BARBER LLP
BRADFORD GREEN, BUILDING FIVE
755 MAIN STREET
MONROE, CT 06468

Assignment: 5

Reel/Frame: 038589 / 0340

Received: 05/02/2016

Recorded: 05/02/2016

Mailed: 05/16/2016

Pages: 4

Conveyance: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

Assignor: GATHERM EOR, INC.

Exec Dt: 04/25/2016

Assignee: GATHERM ENERGY, INC.
351 RIVERSIDE AVENUE
FLOOR 2
WESTPORT, CONNECTICUT 06889Correspondent: WARE FRESSOLA MAGUIRE & BARBER LLP
BRADFORD GREEN, BLDG. 5, 755 MAIN ST.
P.O. BOX 224
MONROE, CT 06468