

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5355526

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HOUWELING NURSERIES OXNARD, INC.	01/31/2019
RECEIVING PARTY DATA		
Name:	GLASS INVESTMENTS PROJECTS, INC.	
Street Address:	251 LITTLE FALLS DRIVE	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	8707617	
Application Number:	14174043	
Patent Number:	9730397	
Application Number:	15676899	
Application Number:	14020564	
Application Number:	15148914	
PCT Number:	US1631352	
Application Number:	62656849	
CORRESPONDENCE DATA		
Fax Number:	(801)536-6111	
<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:	8015624900	
Email:	trademarks@parsonsbehle.com	
Correspondent Name:	SHANE L. HANNA	
Address Line 1:	201 SOUTH MAIN STREET, SUITE 1800	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	21260.008	
NAME OF SUBMITTER:	SHANE L. HANNA	
SIGNATURE:	/Shane L. Hanna/	

DATE SIGNED:	02/01/2019
Total Attachments: 6 source=Houweling - IP Assignment and Assumption Agreement Executed#page1.tif source=Houweling - IP Assignment and Assumption Agreement Executed#page2.tif source=Houweling - IP Assignment and Assumption Agreement Executed#page3.tif source=Houweling - IP Assignment and Assumption Agreement Executed#page4.tif source=Houweling - IP Assignment and Assumption Agreement Executed#page5.tif source=Houweling - IP Assignment and Assumption Agreement Executed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment") is made and entered into as of January 31, 2019, by and between Houweling Nurseries Oxnard, Inc. a California corporation ("Seller"), and Glass Investments Projects, Inc., a Delaware corporation ("Buyer"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, the entire right, title and interest of Seller (both present and future) in, to and under the Transferred Assets; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Transferred Intellectual Property"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds relating to the period following Closing now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. In respect of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, that may

be reasonably necessary to effect, evidence or perfect the assignment of the Transferred Intellectual Property to Buyer or any assignee or successor thereto, Seller shall comply with its obligations under the Purchase Agreement.

3. Excluded Liabilities. Buyer does not assume or in any way become liable or responsible for the Excluded Liabilities. Notwithstanding anything to the contrary contained herein: (a) nothing contained in this IP Assignment is intended to provide any rights to either Seller or Buyer beyond those rights expressly provided to Seller or Buyer, as the case may be, in the Purchase Agreement; (b) nothing contained in this IP Assignment is intended to impose any obligations or liabilities on either Seller or Buyer beyond those obligations or liabilities expressly provided to Seller or Buyer, as the case may be, in the Purchase Agreement; and (c) nothing contained in this IP Assignment is intended to limit any of the rights or remedies available to Seller or Buyer, as the case may be, under the Purchase Agreement.
4. No Conflict and Inconsistency; No Merger. The parties, each by its execution of this IP Assignment, hereby acknowledge and agree that the representations, warranties and covenants under the Purchase Agreement shall not be deemed to be merged, enlarged, diminished, modified or altered in any way by this instrument, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.
5. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.
6. Governing Law. All matters relating to or arising out of this IP Assignment and the transactions contemplated hereby (whether sounding on contract, tort or otherwise) will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.
7. No Third-Party Beneficiaries. The terms and provisions of this IP Assignment are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this IP Assignment does not confer any such rights, upon any other Person.
8. Counterparts and Electronic Signature. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this IP Assignment.

[Signatures follow on separate page(s).]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the day and year first written above.

SELLER:

HOUWELING NURSERIES OXNARD, INC.

By: 

Name: Cornelius (Casey) Houweling

Title: President

BUYER:

GLASS INVESTMENTS PROJECTS, INC.

By: 

Name: Cornelius (Casey) Houweling

Title: President

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

Schedule 1

Patent Matter	Docket No.	Status	Patent or Serial Number
ULTRA CLIMA	395-27-001	"001" Family of Cases is for Overall Ultra Clima System; US Patented Case; <i>Undergoing Inter Partes Review</i>	Patent No. 8,707,617
ULTRA CLIMA	395-17-001CA	Canadian Patented Case	Patent No. 2592674
ULTRA CLIMA	395-17-001EP	European Patented Case; Undergoing Appeal of Opposition Decision	Patent No. 2031957
ULTRA CLIMA	395-17-001EP2	Divisional Application of European Patent; Undergoing prosecution	Application No. 13184198.3
ULTRA CLIMA	395-17-001IL	Israel Patented Case	Patent No. 193844
ULTRA CLIMA	395-17-001IL2	Divisional Application of Israel Patent; Undergoing prosecution	Application No. 227472
ULTRA CLIMA	395-17-001MX	Mexican Patented Case	Patent No. 327463
ULTRA CLIMA	395-17-001MX2	Divisional Application of Mexican Patent; Undergoing prosecution	Application No. MX/a/2015/001283
ULTRA CLIMA	395-17-001MX3	Divisional Application of Mexican Patent; Undergoing prosecution	Application No. MX/a/2018/001526
ULTRA CLIMA	395-27-001CO	Continuation Application of US Patent; Undergoing prosecution	Application No. 14/174,043
Tube-in-Tube	395-27-004	"004" Family of Cases is for the Tube-in-Tube System; US Allowed Case; Issue Fee Paid; Divisional Application Filed	Patent No. 9,730,397 Application No. 12/636,549
Tube-in-Tube	395-27-004CO	Continuation of US Patent; Published and Undergoing	Application No. 15/676,899

		prosecution	
Tube-in-Tube	395-17-004AU	Australian Patented Case	Patent No. 2010328690
Tube-in-Tube	395-17-004AU3	Divisional Application of Australian Patent; Undergoing prosecution	Application No. 2016259399
Tube-in-Tube	395-17-004AU-DV	Australian Patented Case	Patent No. 2014213537
Tube-in-Tube	395-17-004CA	Canadian Patented Case	Patent No. 2777694
Tube-in-Tube	395-17-004CA2	Divisional Application of Canadian Patent; Undergoing prosecution	Application No. 2957209
Tube-in-Tube	395-17-004EA	Eurasian Patented Case	Patent No. 029019 Application No. 201291033
Tube-in-Tube	395-17-004EA2	Divisional of Eurasian Patented Case; Undergoing examination	Application No. 201792075
Tube-in-Tube	395-17-004EP	Allowed European Application; Instructed to pay pending payment	Application No. 10720683.1
Tube-in-Tube	395-17-004EP2	Divisional to be Filed by Deadline Pending Payment	Pending
Tube-in-Tube	395-17-004IL	Allowed Case; Issue Fee Paid.	Application No. 220017
Tube-in-Tube	395-17-004IL2	Divisional Application of Israel Patent; Undergoing prosecution	Application No. 252193
Tube-in-Tube	395-17-004MX	Mexican Patented Case	Patent No. 327532
Tube-in-Tube	395-17-004MX2	Divisional Application of Mexican Patent; Undergoing prosecution	Application No. MX/a/2015/001284
Tube-in-Tube	395-17-004NZ	New Zealand Patented Case	Patent No. 599383
Endcap	395-27-008	"008" Family of Cases is for the Endcap; US Application;	Application No. 14/020,564

		Undergoing Prosecution	
Endcap	395-17-008NZ	Allowed New Zealand Application; Published for Opposition	Application No. 631254
Endcap	395-17-008NZ2	Divisional for New Zealand Application; Undergoing Prosecution	Application No. 727409
Waste Energy Recycling	395-27-013	"013" Family of Cases is for the Power Plant Waste Energy Recycling System; Undergoing prosecution.	Application No. 15/148,914
Waste Energy Recycling	395-17-013PC	PCT Application; National Phase Entry by November 8, 2017 (30 Month)	Application No. PCT/US16/31352
Adjustable Valve	395-27-017	Provisional Application; Deadline to File Non-Provisional Application is April 12, 2019	Application No. 62/656,849