

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5558743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EMBEDDED ENERGY TECHNOLOGY, LLC	10/23/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THERMAXX, LLC
<b>Street Address:</b>	14 FARWELL STREET
<b>Internal Address:</b>	BUILDING 2B
<b>City:</b>	WEST HAVEN
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06516
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15280035
<b>Patent Number:</b>	9494372
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)355-6501
<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>	
<b>Phone:</b>	412-355-6406
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<b>Correspondent Name:</b>	K&L GATES LLP - ROBERT A. MUHA
<b>Address Line 1:</b>	210 SIXTH AVENUE
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<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15222-2613
<b>ATTORNEY DOCKET NUMBER:</b>	180395
<b>NAME OF SUBMITTER:</b>	ROBERT A. MUHA
<b>SIGNATURE:</b>	/Robert A. Muha/
<b>DATE SIGNED:</b>	06/06/2019
<b>Total Attachments: 4</b>	
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source=Assignment_Company-to-Company#page3.tif	



## ASSIGNMENT OF PATENTS

This Assignment of Patents (hereinafter "this Assignment"), is made by **Embedded Energy Technology, LLC**, a Pennsylvania limited liability company having an address of 2614 Belmar Place, Pittsburgh, PA 15218 (hereinafter "ASSIGNOR") and delivered to, and in favor of, **Thermaxx, LLC**, a Connecticut limited liability company having an address of 14 Farwell Street, Building 2B, West Haven, CT, 06516 (hereinafter "ASSIGNEE").

WHEREAS, to the best of ASSIGNOR's knowledge, ASSIGNOR owns all right, title and interest in the patents and patent applications found and described on Exhibit A (hereinafter "the Patents").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Asset Purchase Agreement (hereinafter "the APA"), dated January 1, 2017;

WHEREAS, pursuant to the APA, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Patents, and ASSIGNEE desires to consent to such assignment on the terms and conditions in the APA and below.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, does agree as follows:

1. ASSIGNOR hereby sells, assigns, grants and transfers over to ASSIGNEE, subject to the terms of the APA, and ASSIGNEE hereby accepts, as of the Effective Date, ASSIGNOR's entire right, title and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions and political entities foreign to the United States of America, in and to:
  - a) the Patents set forth on the attached **EXHIBIT A**;
  - b) all letters patent or similar legal protection to be obtained for the Patents, including all original and reissue patents, all re-examination certificates, all legal equivalents thereof, and all renewals and extensions thereof;
  - c) any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present and future infringement of, or liabilities for, all letters patent or similar legal protection to be obtained for the Patents; and
  - d) all rights to apply for and receive, in the name of the ASSIGNEE, all letters patent or similar legal protection for the Patents.
2. To the best of ASSIGNOR's knowledge, ASSIGNOR hereby represents, warrants and covenants that he has the full right to convey the entire right, title and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into which would affect the rights, titles and interests conveyed herein.
3. ASSIGNOR hereby agrees to do, or cause to be done, the following when requested, and without additional compensation, in order to carry out in good faith the intent of this Assignment:

a) promptly execute and deliver, or cause to be executed and delivered, at ASSIGNOR's cost, to the ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney and other instruments that ASSIGNEE may consider necessary or desirable to apply for, obtain, perfect, maintain, issue and enforce all letters patent or similar legal protection for the Patents; and

b) provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

4. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

5. This Assignment shall be binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective heirs, successors and assigns.

6. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

7. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

**[remainder of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date written below.

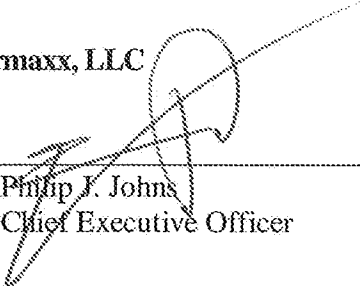
**Embedded Energy Technology, LLC**

Date: 10/23/2018

By:   
Philip J. Johns  
Chief Executive Officer

**Thermaxx, LLC**

Date: 10/23/2018

By:   
Philip J. Johns  
Chief Executive Officer

**Exhibit A**

U.S. Patent No. 9,494,372 issued on November 15, 2016, entitled "Insulation Jacket and Insulation Jacket System".

U.S. Patent Application No. 15/280,035 filed on September 29, 2016, entitled "Insulation Jacket and Insulation Jacket System".