

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5855831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EBULLIENT, LLC	12/08/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EBULLIENT, INC.
<b>Street Address:</b>	8705 MONTCLAIR DR
<b>City:</b>	MIDDLETON
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53562
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14833087
<b>Application Number:</b>	14833092
<b>Application Number:</b>	62202164
<b>CORRESPONDENCE DATA</b>	
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<b>NAME OF SUBMITTER:</b>	NICHOLAS J. BOYARSKI
<b>SIGNATURE:</b>	/Nicholas J. Boyarski/
<b>DATE SIGNED:</b>	12/08/2019
<b>Total Attachments: 4</b>	
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## Patent Assignment

This **Patent Assignment** (hereinafter referred to as the "Assignment") is made and entered into on December 8, 2019 (the "Effective Date") by and between the following parties:

**Ebullient, LLC**

a Wisconsin Limited Liability Company  
100 S. Baldwin St, Ste. 200  
Madison, Wisconsin 53703

(the "Assignor")

AND

**Ebullient, Inc.**

a Delaware C-Corporation  
8705 Montclair Dr  
Middleton, Wisconsin 53562

(the "Assignee")

WHEREAS, the Assignor is a rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as the "Patents") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Patents; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

### 1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee its right, title, and interest in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent

applications set forth in Exhibit A to Assignee as recipient of Assignor's right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

## **2. WARRANTY.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents, that the Patents have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

## **3. GOVERNING LAW.**

This Assignment is governed by and is to be construed in accordance with the laws of the State of Delaware.

## **4. ENTIRE AGREEMENT.**

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

## **5. SEVERABILITY.**


If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

## **6. ADVICE OF COUNSEL.**


EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

**Assignor:**

By:  Date: December 8, 2019  
Nicholas J. Boyarski  
Officer and General Counsel  
Ebullient, LLC

**Assignee:**

By:  Date: December 8, 2019  
Nicholas J. Boyarski  
Officer and General Counsel  
Ebullient, Inc.

## **Exhibit A**

### **List of Patents**

U.S. Patent Application No. 14/833,087

Dated: August 22, 2015

Title: HEAT EXCHANGER WITH HELICAL PASSAGEWAYS

U.S. Patent Application No. 14/833,092

Dated: August 22, 2015

Title: HEAT EXCHANGER WITH INTERCONNECTED FLUID TRANSFER MEMBERS

U.S. Provisional Patent Application No. 62/202,164

Dated: August 6, 2015

Title: HEAT EXCHANGER WITH HELICAL PASSAGEWAYS