

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6100195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EES COMBUSTION TECHNOLOGIES AND SERVICES, INC.	11/01/2019
RECEIVING PARTY DATA	
Name:	ENVIRONMENTAL ENERGY SERVICES, INC.
Street Address:	5 TURNBERRY LANE
City:	SANDY HOOK
State/Country:	CONNECTICUT
Postal Code:	06482
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8146445
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<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>	
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Email:	docket.denver@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	1400 WEWATTA STREET
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Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	P287402.US.01
NAME OF SUBMITTER:	ANGELA M. STASCHKE
SIGNATURE:	/Angela M. Staschke/
DATE SIGNED:	05/11/2020
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of November 1, 2019, is made by EES Combustion Technologies and Services, Inc. ("**Assignor**"), a Delaware corporation, located at 5 Turnberry Lane, Sandy Hook, CT 06482, in favor of Environmental Energy Services, Inc., a Connecticut corporation located at 5 Turnberry Lane, Sandy Hook, CT 06482 ("**Assignee**").

WHEREAS, Assignor acquired the Assigned Patents (as defined below) pursuant to the terms of an Asset Purchase Agreement between Assignor and Delta Measurement and Combustion Control, Inc. ("**Delta**") in which Delta has conveyed, transferred, and assigned to Assignor, among other assets, certain intellectual property of Delta, and

WHEREAS, Assignor agreed not to transfer ownership of the Assigned Patents to its parent company, the Assignee, until one year after the closing under the Asset Purchase Agreement, and

WHEREAS the one year period has expired, Assignor has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in 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 Assignor 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 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, 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, 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. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office [and the officials of corresponding entities or agencies in any applicable jurisdictions] to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

EES Combustion Technologies and Services, Inc.

By: Mark M. Keffer
Name: Mark M. Keffer
Title: President
Address for Notices: 5 Turnberry Lane, Sandy Hook, CT
06482

ACKNOWLEDGMENT

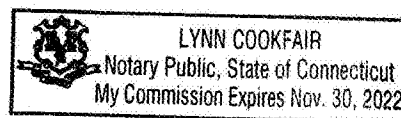
State of Connecticut
County of Fairfield

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On the 1st day of November 2019, before me personally appeared Mark M. Keffer, personally known to me to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same his] authorized capacity as the President of EES Combustion Technologies and Services, Inc., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of EES Combustion Technologies and Services, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: [DATE]

Lynn Cookfair
Notary Public
Printed Name:



AGREED TO AND ACCEPTED:

Environmental Energy Services, Inc.

By: 

Name: Richard A. Nowak

Title: President

Address for Notices: 5 Turnberry Lane, Sandy Hook, CT
06482


ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

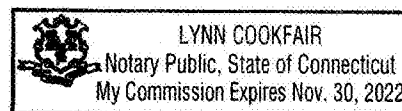
)
) SS. Brookfield
)

On the 1ST day of November 2019, before me personally appeared Richard A. Nowak, personally known to me to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Environmental Energy Services, Inc. the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Environmental Energy Services, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: [DATE]]


Notary Public

Printed Name:



**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents

Title	Jurisdiction	Patent Number	Issue Date
Extractive Probe for Hot Flue Gas and Process Measurement	United States	8,146,445 B2	April 3, 2012

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date