05/13/2020 506058027

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6104741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JIM WHITE	03/28/2019
EDWARD RAU	03/28/2019

RECEIVING PARTY DATA

Name:	QUERCUS FINANCIAL, LLC	
Street Address:	5856 CHARLESTOWN DRIVE	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75230	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15930520

CORRESPONDENCE DATA

Fax Number: (214)414-3814

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: 2144143816

Email: dustin@regitzmauck.com

Correspondent Name: **DUSTIN MAUCK**

Address Line 1: 1700 PACIFIC AVE, SUITE 2610

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	MBER: AFEP2US	
NAME OF SUBMITTER:	DUSTIN MAUCK	
SIGNATURE:	/Dustin Mauck/	
DATE SIGNED: 05/13/2020		
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 7

source=AFEP2USAssTrans#page1.tif source=AFEP2USAssTrans#page2.tif source=AFEP2USAssTrans#page3.tif source=AFEP1USWhiteDec#page1.tif

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RECORDATION FORM COVER SHEET		
PATENT	S ONLY	
To the Director of the U.S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)	2. Name and address of receiving party(ies) Name: Quercus Financial, LLC	
Jim White, Edward Rau	Internal Address:	
Additional name(s) of conveying party(ies) attached? Yes No. 3. Nature of conveyance/Execution Date(s): Execution Date(s) 03/28/2019	Street Address: 5856 Charlestown Dr.	
Assignment Merger Security Agreement Change of Name	City: Dallas	
Joint Research Agreement	State: Texas	
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: U.S. Zip: 75230	
Other	Additional name(s) & address(es) attached? Yes No	
A. Patent Application No.(s) 16/629,261; 15/930,520 Additional numbers at	B. Patent No.(s) ached? Yes No	
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1	
Name: Jim White	7. Total fee (37 CFR 1.21(h) & 3.41) \$	
Internal Address:		
	Authorized to be charged to deposit account	
Street Address: 5856 Charlestown Drive	■ Enclosed ■ None required (government interest not affecting title)	
City: Dallas	8. Payment Information	
State: Texas Zip: 75230		
Phone Number:		
Docket Number:	Deposit Account Number	
Email Address:dustin@regitzmauck.com	Authorized User Name	
9. Signature: /Dustin Mauck/	05/13/2020	
Signature	Date	
Dustin Mauck Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:	
Documents to be recorded (including cover shee	t) should be faxed to (571) 273-0140, or mailed to: f the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450	

PATENT 2651 FRAME: 02

REEL: 052651 FRAME: 0260

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed as an Oath/Declaration (37 CFR 1.63).

Item 5. Name and Address of Party to whom correspondence concerning the document should be

mailed. Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

ASSIGNMENT AND DECLARATION BY INVENTOR

THIS ASSIGNMENT, made by Jim White (hereinafter referred to as Assignor), residing at 5856 Charlestown Dr., Dallas, Texas 75230;

WHEREAS, Assignor has invented certain new and useful improvements in "Systems and Methods for Rehabilitating, Repairing, and Replacing Manholes and Connected Sewer Lines," set forth in a Patent Application for Letters Patent of the United States to be filed herewith; and

WHEREAS, Quercus Financial, LLC, a Texas Limited Liability Company organized under and pursuant to the laws of Texas having its principal place of business at 5856 Charlestown Dr., Dallas, Texas 75230 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the above-mentioned inventions and Application for Letters Patent, and in and to any and all direct and indirect divisions, continuations, and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations, and extensions of said Letters Patent, and all rights under the International Conventions for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles, and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, communicate all necessary facts, testify in any legal proceeding, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives, and assigns requests such action.

AND Assignor hereby requests the Commissioner of Patents and Trademarks and any foreign countries to issue said Letters Patent of the United States or any foreign countries to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives, and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

RegitzMauck PLLC (All practitioners under Customer Number 130592)

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

THIS DECLARATION made by Jim White for the attached application titled "Systems and Methods for Rehabilitating, Repairing, and Replacing Manholes and Connected Sewer Lines," I hereby declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

I acknowledge the duty of disclosure as set forth under 37 C.F.R. § 1.56.

I have reviewed and understand the contents of the application

Date: 3/23/17

United States of America
State of Texas
County of NYMA:

On this 3/2 day of MW (1) 2019, before me personally came \(\text{Im} \) \(\text{WN 1 \cdot C} \)

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

| JAMIE SHANNON | Notary Public | Notary Public

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Ar Commission Explose 11-08-8002

ASSIGNMENT AND DECLARATION BY INVENTOR

THIS ASSIGNMENT, made by Edward Rau (hereinafter referred to as Assignor), residing at 2417 Weaver St., Fort Worth, Texas 76117;

WHEREAS, Assignor has invented certain new and useful improvements in "Systems and Methods for Rehabilitating, Repairing, and Replacing Manholes and Connected Sewer Lines," set forth in a Patent Application for Letters Patent of the United States to be filed herewith; and

WHEREAS, Quercus Financial, LLC, a Texas Limited Liability Company organized under and pursuant to the laws of Texas having its principal place of business at 5856 Charlestown Dr., Dallas, Texas 75230 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the above-mentioned inventions and Application for Letters Patent, and in and to any and all direct and indirect divisions, continuations, and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations, and extensions of said Letters Patent, and all rights under the International Conventions for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles, and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, communicate all necessary facts, testify in any legal proceeding, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives, and assigns requests such action.

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AND Assignor hereby requests the Commissioner of Patents and Trademarks and any foreign countries to issue said Letters Patent of the United States or any foreign countries to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives, and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

RegitzMauck PLLC (All practitioners under Customer Number 130592)

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

THIS DECLARATION made by Edward Rau for the attached application titled "Systems and Methods for Rehabilitating, Repairing, and Replacing Manholes and Connected Sewer Lines," I hereby declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

I acknowledge the duty of disclosure as set forth under 37 C.F.R. § 1.56.

I have reviewed and understand the contents of the application.

Date: <u>3-28-</u> 17	Fward Rau
United States of America	# EDWARD
State of Texas	· · · · · · · · · · · · · · · · · · ·
County of <u>Milant</u>)	
On this <u>38</u> day of <u>MMCN</u> , 2019, to me known to be the individual described acknowledged execution of the same.	before me personally came <u>EDWATCI</u> <u>FAU</u> in and who executed the foregoing instrument, and
SCEREIN LEAGUE A EXECUTION OF THE SHOPE	Jano Yrannon
JAMIE SHANNON Hony Punc, Suite of Secure Subsyster (S17888)	Aiotary Public