

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6112310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROBERT ROSE	12/06/2016
ANDREW SINCLAIR	12/06/2016
IAN CHURCHER	12/06/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WORTHEN INDUSTRIES
<b>Street Address:</b>	3 EAST SPIT BROOK ROAD
<b>City:</b>	NASHUA
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03060
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16877557
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	connaughton@lambertpatentlaw.com
<b>Correspondent Name:</b>	DAVID CONNAUGHTON
<b>Address Line 1:</b>	92 STATE STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	20-093-WI
<b>NAME OF SUBMITTER:</b>	DAVID CONNAUGHTON
<b>SIGNATURE:</b>	/David Connaughton/
<b>DATE SIGNED:</b>	05/19/2020
<b>Total Attachments: 3</b>	
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ASSIGNMENT OF U.S. PATENT APPLICATION

Whereas we, Robert Rose of Chesterfield, Virginia; Andrew Sinclair of Richmond, Virginia; and Ian Churcher of Richmond, Virginia; (hereinafter referred to as "the Assignors") are the sole inventors and the sole owners of the entire right, title, and interest in the inventions and discoveries contained in the provisional patent application entitled Foam Heating System, a provisional patent application having Application No. 62/428,703 filed with the United States Patent and Trademark Office in on December 1, 2016; and

Whereas Worthen Industries, having its principal place of business at 3 East Spit Brook Road, Nashua, NH 03060, together with its successors and assigns (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and discoveries as set forth and described in the inventions and discoveries contained in the above noted patent application including the full interest of above-mentioned Assignors, and any non-provisional patent applications, issued patents, continuations, divisions, extensions, substitutions, reissues and reexaminations thereof;

Now, therefore, to all whom it may concern, be it known, that the Assignors, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and other valuable consideration furnished by Assignee to Assignor, Assignor hereby, without reservation:

1. Assign, transfer, and convey to the Assignee the entire right, title, and interest in and to said inventions and discoveries and any and all improvements thereon, including said Utility Patent Application, any and all other applications for utility patent on said inventions and discoveries in whatsoever countries, including but not limited to all non-provisional applications, divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said inventions and discoveries, or any and all issued patents, reissues, reexaminations, and extensions of Utility Patent Application granted for said inventions and discoveries, and every priority right that is or may be predicted upon or arise from said inventions, said discoveries, and said Utility Patent Application, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all claims for damages by reason of past infringement of an issued patent issuing from said Utility Patent Application, with the right to sue for and collect the same for Assignee's own use, and for the use of Assignee's successors, assigns, or other legal representatives;

2. Authorize the Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assignors' names or in the names of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;

3. Authorize and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Utility Patent Application to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;

4. Warrant that the Assignors have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make,

use, or sell anything embodying or utilizing any of said inventions or discoveries; and that the Assignors have good right to assign the Assignee without encumbrances;

5. Bind the Assignors' heirs, legal representatives and assigns, as well as the Assignors, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignors or the Assignors' heirs, legal representatives and assigns, all acts reasonably serving to assure that the said inventions and discoveries, the said Utility Patent Application shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignors or the Assignors' heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Assignee; to communicate to the Assignee all facts known to the Assignors relating to said inventions and discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignors' control or in the control of the Assignors' heirs, legal representatives or assigns which may be useful for establishing the facts of the Assignors' conceptions, disclosures, and reduction to practice of said inventions and discoveries.

6. The assignment includes the Assignors' right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made.

7. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

8. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

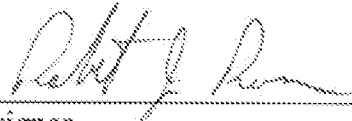
9. As a named inventor, I hereby declare that:

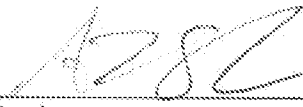
The above-identified application was made or authorized to be made by me.

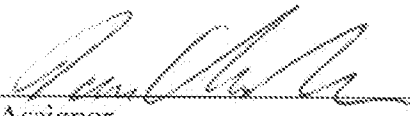
I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

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.

Executed this sixth day of December, 2016 at \_\_\_\_\_.

  
\_\_\_\_\_  
Assignor

  
\_\_\_\_\_  
Assignor

  
\_\_\_\_\_  
Assignor