

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6116225

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EFIP HOLDINGS LP	06/27/2019
RECEIVING PARTY DATA		
Name:	RESTAURANT TECHNOLOGIES, INC.	
Street Address:	2250 PILOT KNOBB ROAD, SUITE 100	
City:	MENDOTA HEIGHTS	
State/Country:	MINNESOTA	
Postal Code:	55120	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16879523
CORRESPONDENCE DATA		
Fax Number:	(214)661-4559	
<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>		
Phone:	214-953-6500	
Email:	PTOmail1@bakerbotts.com	
Correspondent Name:	BAKER BOTTS L.L.P.	
Address Line 1:	2001 ROSS AVENUE, SUITE 900	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	080433.0173	
NAME OF SUBMITTER:	DONNA ULBIK	
SIGNATURE:	/Donna Ulbik/	
DATE SIGNED:	05/20/2020	
Total Attachments: 6		
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EXHIBIT A-2
PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("*Agreement*") is made effective as of June 27, 2019 ("*Effective Date*"), and is entered into by and between EFIP Holdings LP, a New Zealand limited partnership having an address at Level 13, Otago House, 481 Moray Place, Dunedin 9016, New Zealand ("*Assignor*"), and Restaurant Technologies, Inc., a Delaware corporation having an address at 2250 Pilot Knob Road, Suite 100, Mendota Heights, MN 55120 ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement and that certain Intellectual Property Assignment Agreement, each dated as of [•], 2019, by and between Assignor and Assignee and the other Sellers (together, the "*Purchase Agreement*"), Assignor agreed to sell, assign, transfer, convey, and deliver, and cause to be sold, assigned, transferred, conveyed, and delivered, to Assignee all of Assignor's right, title and interest in and to the Transferred Patents.

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

7. Effective as of the Effective Date, and by its execution of hereof, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest, for all jurisdictions throughout the world, including all countries and political entities, in and to:

a. the Transferred Patents, including, without limitation, the Transferred Patents described on Schedule A, attached hereto and made a part hereof (the "*Assigned Patents*");

b. any and all income, royalties or payments due, accrued, or payable as of the Effective Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Patents; and

c. any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other counterpart Patents and legal protections arising solely from the Assigned Patents that are or may be secured in any relevant jurisdiction anywhere in the world, including, but not limited to, the United States, its territories and possessions, now or hereinafter in effect.

8. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's expense, Assignor shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Patents of this Agreement and the transactions contemplated by

this Agreement and the Purchase Agreement (including any documentation to perfect and record the rights granted hereunder in the Assigned Patents in any jurisdiction through the world). Assignor acknowledges and agrees that Assignee may perfect and record this Agreement or such other documentation in any jurisdiction throughout the world, and that Assignor shall cooperate therewith. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express intentions, purposes and provisions of this Agreement, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other patent offices and intellectual property governmental offices in any jurisdiction throughout the world. This power of attorney is coupled with an interest and shall be irrevocable.

9. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor of the Assigned Patents pursuant to the Purchase Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to limit in any way the terms of the Purchase Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to or imposed upon any of them by the terms of the Purchase Agreement.

10. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Notwithstanding the foregoing, if counterpart signatures are delivered by electronic means, each party shall promptly thereafter exchange original, ink-signed signatures to the other party.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

EFIP HOLDINGS LP

By: EF NZ Limited, General Partner

By: _____

Murray Frost, Director

By: _____

Joseph A. Salpietra Jr., Director

STATE OF LOUISIANA
PARISH OF CADDO

On June _____, 2019 before me, William Lake Hearne Jr. (the undersigned notary), personally appeared Joseph A. Salpietra Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

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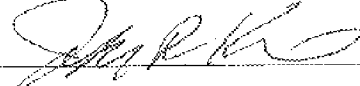
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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNEE:

RESTAURANT TECHNOLOGIES, INC.

By: 

Name: Jeffrey R. Kiesel

Title: CEO

STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

**SCHEDULE A to EXHIBIT A-2
ASSIGNED PATENTS**

Country	Application No.	Filing Date	Patent No.	Issue Date	Title
United States of America	61/099694	24-Sep-08	N/A	N/A	Fire Treated Exhaust Filter Apparatus and Method
United States of America	12/565582	23-Sep-09	9599350	21-Mar-2017	Flame Resistant Filter Apparatus and Method
United States of America	61/099699	24-Sep-08	N/A	N/A	Disposable Grease Filter Apparatus and Method
United States of America	12/430650	27-Apr-09	8277530	02-Oct-2012	Grease Removal Apparatus, Systems and Methods
United States of America	61/099688	24-Sep-08	N/A	N/A	Method and Apparatus for a Viscose Grease Filter Including Wool and Fire Retardant
United States of America	12/565592	23-Sep-09	10167137	01-Jan-2019	Flame Resistant Viscose Filter Apparatus and Method
India	2710DEL.NP2011	23-Sep-09			Grease Collection Filter Assembly and Method of Fabrication Thereof
United States of America	13/614639	13-Sep-12	8652241	18-Feb-2014	Grease Removal Apparatus, Systems and Methods
United States of America	14/182080	17-Feb-14	9242200	26-Jan-2016	Grease Removal Apparatus, Systems and Methods
United States of America	15/005282	25-Jan-16	10300422	28-May-2019	Grease Removal Apparatus, Systems and Methods
United States of America	14/910517	5-Feb-16	N/A	N/A	Filters, Supports for Filters, and Methods of Producing Filters Having Supports
United States of America	16/236727	31-Dec-18			Flame Resistant Viscose Filter Apparatus and Method
European Patent Convention (France, Germany, UK)	09792886.5	23-Sep-09	2338004	28-Feb-2018	Grease Collection Filter Assembly and Method of Fabrication Thereof
Australia	2009296719	23-Sep-09	2009296719	29-Oct-2015	Grease Collection Filter Assembly and Method of Fabrication Thereof
Canada	2737789	23-Sep-09	2737789	17-Oct-2017	Grease Removal Apparatus, Systems and Methods
New Zealand	591766	23-Sep-09	591766	30-Jul-2013	Grease Collection Filter Assembly and Method of Fabrication Thereof
Japan	2011529178	23-Sep-09	5668230	26-Dec-2014	Grease Collection Filter Assembly and Method of Fabrication Thereof
Brazil	P109184660	23-Sep-09			Grease Collection Filter Assembly and Method of Fabrication Thereof
Mexico	MXa2011003146	23-Sep-09	316191	09-Dec-2013	Grease Collection Filter Assembly and Method of Fabrication Thereof
Canada	2977098	23-Sep-09			Method of Manufacturing a Grease Filter for Use in Exhaust Filtration Systems
European Patent Convention	17190107.7	23-Sep-09			Grease Removal Apparatus, Systems and Methods
Patent Cooperation Treaty	PCT/US2009/057994	23-Sep-09	N/A	N/A	Grease Collection Filter Assembly and Method of Fabrication Thereof

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Country	Application No.	Filing Date	Patent No.	Issue Date	Title
Patent Cooperation Treaty	PCT/US2009/058183	24-Sep-09	N/A	N/A	Method and Apparatus for a Viscose Grease Filter Including Wool and Fire Retardant
United States of America	14/539826	12-Nov-14	9612023	04-Apr-2017	Filters, Filter Mounts, and Methods of Mounting Filters
United States of America	61/903946	13-Nov-13	N/A	N/A	Filters, Filter Mounts, and Methods of Mounting Filters
China (People's Republic)	200980137711	23-Sep-09	N/A	N/A	Grease Collection Filter Assembly and Method of Fabrication Thereof
Patent Cooperation Treaty	PCT/US2009/058186	24-Sep-09	N/A	N/A	Flame Resistant Filter Apparatus and Method
Patent Cooperation Treaty	PCT/US2014/050172	7-Aug-14	N/A	N/A	Filters, Supports for Filters, and Methods of Producing Filters Having Supports
United States of America	61/863,367	7-Aug-13	N/A	N/A	Filters, Supports for Filters, and Methods of Producing Filters Having Supports
United States of America	61/594,692	3-Feb-12	N/A	N/A	Interlocking Frame Assembly and Method
United States of America	13/757,355	1-Feb-13	N/A	N/A	Interlocking Frame Assembly and Method

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