

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHILIP PAUL LEPOUDRE	04/24/2020
MANFRED GERBER	04/24/2020
DAVOOD GHADIRI MOGHADDAM	05/08/2020
RECEIVING PARTY DATA	
Name:	NORTEK AIR SOLUTIONS CANADA, INC.
Street Address:	1502D QUEBEC AVENUE
City:	SASKATOON, SK S7K1V7
State/Country:	CANADA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16083280
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ATTORNEY DOCKET NUMBER:	5991.054US2
NAME OF SUBMITTER:	JESSE CANTRELL
SIGNATURE:	/ Jesse Cantrell /
DATE SIGNED:	05/28/2020
Total Attachments: 6	
source=5991054US2_Assgn#page1.tif	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 5991.054US2

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Philip Paul LePoudre, Manfred Gerber, Davood Ghadiri
Moghaddam

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 24, 2020, April 24, 2020, May 8, 2020

2. Name and address of receiving party(ies):

Name: Nortek Air Solutions Canada, Inc.

Street Address: 1502D Quebec Avenue

City: Saskatoon, SK S7K1V7

Country: Canada

Additional name(s) & address(es) attached? Yes
 No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 16/083,280

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison N. Sachs

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison N. Sachs/Reg. No. 63,776

Name of Person Signing



Signature

May 28, 2020

Date

Total number of pages including cover sheet: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 052778 FRAME: 0062

ASSIGNMENT

WHEREAS, Philip Paul LePoudre, Manfred Gerber and Davood Ghadiri Moghaddam (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention"); as described in the patent application filed on September 7, 2018, assigned US application serial number 16/083,280, and titled SYSTEMS AND METHODS FOR PROVIDING COOLING TO A HEAT LOAD as described in a patent application filed on February 14, 2017 assigned PCT application serial number PCT/CA2017/050180, and titled SYSTEMS AND METHODS FOR PROVIDING COOLING TO A HEAT LOAD; as described in a provisional patent application filed on August 31, 2016 assigned United States application serial number 62/382,176, and titled EXTERNAL COOLING CIRCUIT FOR PRE-COOLER USED WITH LIQUID TO AIR MEMBRANE ENERGY EXCHANGER FOR LIQUID COOLING; as described in a patent application filed on May 2, 2016 assigned PCT application serial number PCT/CA2016/050507, and titled SYSTEMS AND METHODS FOR MANAGING CONDITIONS IN ENCLOSED SPACE; as described in a patent application filed on March 8, 2016 assigned PCT application serial number PCT/CA2016/050252, and titled USING LIQUID TO AIR MEMBRANE ENERGY EXCHANGER FOR LIQUID COOLING; as described in a provisional patent application filed on May 15, 2015 assigned United States application serial number 62/162,487, and titled USING LIQUID TO AIR MEMBRANE ENERGY EXCHANGER FOR LIQUID COOLING.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Nortek Air Solutions Canada, Inc. (the "Assignee"), having a place of business at 1502D Quebec Avenue, Saskatoon, Saskatchewan S7K1V7, Canada, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-

identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 86245 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignors: Philip Paul LePoudre et al.

Title: SYSTEMS AND METHODS FOR PROVIDING COOLING TO A HEAT LOAD

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Assignor:

(Signature):



Name: Philip Paul LePoudre

City/State: Saskatoon, Saskatchewan

Date:

Apr. 24, 2020

Assignors: Philip Paul LePoudre et al.

Title: SYSTEMS AND METHODS FOR PROVIDING COOLING TO A HEAT LOAD

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Assignor:

(Signature):

M. Gerber

Name: Manfred Gerber

City/State: Saskatoon, Saskatchewan

Date:

Apr 24, 2020

Assignment

Assignor: Philip Paul LePoudre et al.

Doclet No: 5991 0540/82

Title: SYSTEMS AND METHODS FOR PROVIDING COOLING TO A HEAT LOAD

Page 1 of 1

Assignor:

(Signature):



Name: Davood Ghadiri Moghaddam

City/State: ~~Portland, OR~~ Richmond Hill, ON

DCM

Date:

05/08/2020