

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6128436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENERGETICALLY PBC	05/27/2020
RECEIVING PARTY DATA	
Name:	UNIVERSAL ENTROPY CORP.
Street Address:	529 S. FOREST AVE.
City:	BATAVIA
State/Country:	ILLINOIS
Postal Code:	60510
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9702573
Patent Number:	9702633
Application Number:	62617469
Application Number:	62659709
CORRESPONDENCE DATA	
Fax Number:	(630)230-8435
<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:	6304494598
Email:	kmclaughlin@ma-lawpc.com
Correspondent Name:	KENNETH S. MCLAUGHLIN, JR.
Address Line 1:	1 E. BENTON ST.
Address Line 2:	SUITE 301
Address Line 4:	AURORA, ILLINOIS 60505
ATTORNEY DOCKET NUMBER:	846/1291
NAME OF SUBMITTER:	KENNETH S. MCLAUGHLIN, JR.
SIGNATURE:	/Kenneth S. McLaughlin, Jr./
DATE SIGNED:	05/29/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	

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TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement ("Agreement") is entered into May 27, 2020 ("the Effective Date"), by and between Energetically PBC a Delaware public benefit corporation, 375 White Oak Ridge Rd., Short Hills, NJ 07078 (the "Assignor") and Universal Entropy Corp., an Illinois corporation, 529 S. Forest Ave., Batavia, Illinois 60510 (the "Assignee").

WHEREAS, prior to the Effective Date, Sanza T. Kazadi developed certain technology and intellectual property which was assigned to Assignor, and which the parties wish to assign to the Assignee pursuant to an Asset Purchase Agreement dated as of May 27, 2020 to which Assignor and Assignee were both parties (the "APA");

WHEREAS, the Assignor desires such technology and intellectual property to be assigned to and owned by the Assignee on or about the date hereof as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. For good and valuable consideration, the sufficiency of which is acknowledged by the parties, Assignor assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to the applications for patents and provisional patents of the United States identified on Exhibit "A" (the "Patents"), the inventions and discoveries described in the Patents, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries and any and all reissues and extensions of patents granted for said inventions and discoveries, and every priority right that is or may be predicated upon or arise from said inventions and discoveries, from the Patents.

2. This Assignment expressly includes the conveyance to Assignee of the right to bring suit for and to collect damages for any infringement of a patent issuing from the Patents, including any infringement occurring prior to the effective date of this assignment, and for a reasonable royalty for any use of 35 USC § 154(d) provisional rights, and for any other cause of action arising from Assignor's ownership of a patent issuing from the Patents, including any violation by others of any federal or state tort or antitrust or unfair competition laws, and in and to any and all reissues, reexaminations and extensions of a patent from the Patents, these rights to be held and enjoyed by Assignee, for its own use and benefit and the use or benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made

3. Upon each request by the Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Assignee's expense as the Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Patents assigned hereunder, and render all reasonable assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Patents, in the Assignee's name and for its benefit.

4. Assignor further agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestations of the Patents, including, without limitation, all notes, records, files, and tangible items of any sort in its possession or under its control relating to the Patents. Such delivery shall include all present and predecessor versions.

5. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles thereof. All actions, proceedings, claims, counterclaims or cross-complaints in any action or other proceeding brought by any party hereto against any other party hereto with respect to any matter arising out of, or in any way connected with or related to, this Agreement or any portion thereof shall be subject to the exclusive jurisdiction of (a) the state courts of the State of Illinois located in Cook County, or in the event federal courts have jurisdiction, the United States District Court for the Northern District of Illinois.

7. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

8. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

9. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

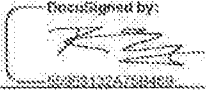
10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same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

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IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement as of the date set forth above.

ASSIGNOR:

ENERGETICALLY PBC, a Delaware public benefit corporation

By:  _____
Robert M. Chang, President

ASSIGNEE:

UNIVERSAL ENTROPY CORP., an Illinois corporation,

By: _____
Sanza T. Kazadi, President

IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement as of the date set forth above.

ASSIGNOR:

ENERGETICALLY PBC, a Delaware public benefit corporation

By: _____
Robert M. Chang, President

ASSIGNEE:

UNIVERSAL ENTROPY CORP, an Illinois corporation,

By: A. Kazadi
Sanza T. Kazadi, President

EXHIBIT A- PATENTS

Assignor's patents listed below:

US Patents:

US9702573

US9702633

US Provisional patents filed entitled:

- A Solar Chimney-Based Water Dessication System, Application No. 62617469
- A Process for Generating Clean Water, Hydrogen and Oxygen from Contaminated Effluent, Application No. 62659709

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