506200277 08/12/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN P.D. WILSON	07/14/2020
JUSTIN D. MATTICE	07/30/2020

RECEIVING PARTY DATA

Name:	AIR SQUARED, INC.
Street Address:	510 BURBANK STREET
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80020

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16912537

CORRESPONDENCE DATA

Fax Number: (303)863-0223

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.

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Email: mlamberson@sheridanross.com

Correspondent Name: SHERIDAN ROSS PC **Address Line 1:** 1560 BROADWAY

Address Line 2: SUITE 1200

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	8986-24
NAME OF SUBMITTER:	DAVID B. KELLIS
SIGNATURE:	/David B. Kellis/
DATE SIGNED:	08/12/2020

Total Attachments: 2

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PATENT 506200277 REEL: 053474 FRAME: 0174

Atty. Docket No.: 8986-24

Worldwide Assignment

WHEREAS, We, John P.D. Wilson and Justin D. Mattice have made an invention ("Invention") entitled "LIQUID COOLING AFTERCOOLER" for which an application ("Application") for a patent of the United States has been filed on June 25, 2020, under Application No. 16/912,537 and

WHEREAS, Air Squared, Inc. a corporation or other business entity duly registered in the State of Ohio, whose postal address is 510 Burbank Street, Broomfield, Colorado 80020, or its affiliates ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the invention, the application, and any patents to be granted for the invention in the United States and in all foreign countries:

NOW. THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. We have sold, assigned, transferred, conveyed, and set over, and do hereby sell, assign, transfer, convey, and set over unto ASSIGNEE, its successors, legal representatives, and assigns: (a) the entire right, title, and interest in and to the Invention for all territories in the world and any improvements and modifications thereto, the Application, all applications claiming benefit of the Application, including, but not limited to, all provisional, divisional, continuation, and continuation-in-part applications, and reissue and reexaminations thereof, and all Letters Patent, Inventions Registrations, Utility Models, Design Patents, Certificates of Invention, Extension and other equivalent rights that may be granted thereon in the United States and in any and all foreign countries; (b) all rights arising under or pursuant to any and all international agreements, treaties or laws, including the right to claim priority to the Application, including without limitation in all applications pursuant to the Patent Cooperation Treaty and national and regional applications filed therefrom, and all applications in the United States of America, and all continuation, divisional, continuation-in-part and reissue applications thereof, and all patent applications in foreign countries, and also including the right to file applications for Letters Patent, Inventions Registrations, Utility Models, Design Patents, Certificates of Invention, Extension or other governmental grants and equivalent rights worldwide, and to claim the same priority rights, under the patent laws of the United States, the applicable laws of the country in which any such application is filed, the International Convention for the Protection of Industrial Property and any other international union, convention, agreement and treaty, and the right to be granted a patent for any of the foregoing applications; (c) all rights in and to causes of action and enforcement rights for the Invention and any patents or related rights directed in whole or in part to the Invention, including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Invention and resulting patents or related rights, and to hold for ASSIGNEE's sole use and benefit all recoveries, rights, and benefits arising from all such suits;

AND We authorize and request the Director of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property to issue the same for the Invention to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

AND We covenant and agree that We have the full right to convey the entire right, title, and interest herein assigned and that We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and assigns, and without further consideration, We (or our executors or administrators) will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce patent protection for the Invention in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and assigns any facts known to us regarding the Invention, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and execute and deliver all papers that may be necessary or desirable to record and perfect the interest and title to the Invention in ASSIGNEE, its successors, legal representatives, and assigns, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and assigns;

AND We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number and Filing Date into this Assignment, if none is indicated on the date of our execution of this agreement.

IN WITNESS WHEREOF, We have executed this Assignment on the date indicated below.

PATENT REEL: 053474 FRAME: 0175

Atty, Docket No.: 8986-24

Signature: <u>Ala UU</u>
Signature:
Dete: <u>7/14/ 9020</u>
Full Name: John P.D. Wilson
Address: 1670 Ames Ct
Lakewood (O 80214
Signature: Jaki 144a
Date:
Full Name: Justin D. Mattice
Address: <u>4529 <i>WilliaMA CT</i> </u>
A Carrow CM 8AD12

PATENT REEL: 053474 FRAME: 0176

RECORDED: 08/12/2020