

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6295160

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACCUAIR CONTROL SYSTEMS, LLC	09/09/2020
RECEIVING PARTY DATA		
Name:	ARNOTT, LLC	
Street Address:	100 SEA RAY DR.	
City:	MERRITT ISLAND	
State/Country:	FLORIDA	
Postal Code:	32953	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16169808
CORRESPONDENCE DATA		
Fax Number:	(312)759-5646	
<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>		
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Email:	msweetin@btlaw.com	
Correspondent Name:	MARK J. NAHNSEN	
Address Line 1:	BARNES & THORNBURG LLP	
Address Line 2:	P.O. BOX 2786	
Address Line 4:	CHICAGO, ILLINOIS 60690-2786	
ATTORNEY DOCKET NUMBER:	83039-100	
NAME OF SUBMITTER:	MARK J. NAHNSEN, REG. NO. 51093	
SIGNATURE:	/Mark J. Nahnsen/	
DATE SIGNED:	09/11/2020	
Total Attachments: 7		
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**PATENT ASSIGNMENT
ASSIGNMENT OF PATENT RIGHTS**

THIS PATENT ASSIGNMENT AND ASSIGNMENT OF PATENT RIGHTS (the “**Patent Assignment Agreement**”), dated as of September 9, 2020, is by and between Newtek Small Business Finance, LLC (“**Newtek**”) and CDS Business Services, Inc. (“**CDS**” and together with Newtek, “**Assignor**”), and Arnott, LLC or its affiliate (collectively, “**Assignee**”).

WHEREAS, Assignor has the right and authority under Division 9 of the California Commercial Code to transfer the entire right, title and interest of all assets of AccuAir Control Systems, LLC (“**AccuAir**”), including AccuAir’s entire right, title, and interest in any Letters Patent(s) (“said patent(s)”), any Patent application(s) (“said application(s)”) and any invention disclosures (“said invention(s)”) listed on the attached Schedule A, as well as any invention(s) disclosed in said application(s) and said patent(s), if any.

WHEREAS, Assignee is desirous of acquiring, to the extent Assignor is able to assign, the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

WHEREAS, Assignee and Assignor are parties to the Foreclosure Sale Agreement dated as of August 21, 2020 (the “**Agreement**”), pursuant to which Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under Section 9610 of the California Commercial Code substantially all of the assets, including without limitation any assets and related rights assigned herein, of AccuAir; and

WHEREAS AccuAir is a debtor in Chapter 7 Case Number 20-10544 pending in the Bankruptcy Court in the Central District of California, and Assignee has obtained relief from automatic stay to permit the foreclosure on AccuAir’s assets.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns AccuAir’s entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), AccuAir’s right to file applications on said invention(s), AccuAir’s entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), AccuAir’s right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), AccuAir’s entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and

all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by AccuAir had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor has good and full right and lawful authority to sell and convey AccuAir's right, title and interest in said invention(s), said application(s), and said patent(s) in the manner herein set forth, to the extent such inventions, applications and patents are included in the Collateral, as defined in the Agreement;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s) at the cost and expense of the Assignee, its successors, legal representatives, and assigns, provided such requests are reasonable;

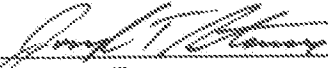
AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns;

AND this Assignment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Assignor and Assignee relating to the subject matter hereof, other than the Agreement. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

AND this Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

ASSIGNEE

Arnott LLC

By: 
Name: JOSEPH T SANTANGELO
Title: CEO

ASSIGNOR:

Newtek Small Business Finance, LLC

By: _____
Name: _____
Title: _____

CDS Business Services, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE

Arnott LLC

By: _____

Name: _____

Title: _____

ASSIGNOR:

Newtek Small Business Finance, LLC

By: Peter J. Persichette

Name: Peter J. Persichette

Title: Vice President

CDS Business Services, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE

Arnott LLC

By: _____

Name: _____

Title: _____

ASSIGNOR:

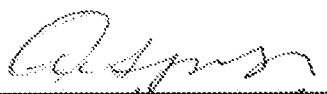
Newtek Small Business Finance, LLC

By: _____

Name: _____

Title: _____

CDS Business Services, Inc.

By:  _____

Name: Albert Spada

Title: President

Schedule A**Patents**

Country	Title	Status	Application No.	Filing Date	Publication No.	Issue No.
US	AIR SPRING DESIGN AND MANUFACTURING FOR VEHICLE SUSPENSION SYSTEM	Unfiled				
US	SYSTEMS, DEVICES AND METHODS FOR MODULAR PRESSURE VESSELS	Issued	15/694701	09/01/2017	2018/0066796	10,436,386
US	SYSTEMS, DEVICES AND METHODS FOR MODULAR PRESSURE VESSELS	Abandoned	16/569208	09/12/2019		
US	SYSTEMS, DEVICES AND METHODS FOR MODULAR PRESSURE VESSELS	Expired	62/383266	09/02/2016		
US	ELECTRONIC SYSTEM FOR ADJUSTING AND MAINTAINING HEIGHT OR LEVEL OF VEHICLE ON ADJUSTABLE HEIGHT SUSPENSION SYSTEM	Unfiled				
US	SYSTEMS AND METHODS FOR QUICK-RELEASE MOUNTS	Expired	62/395987	09/16/2016		
US	SYSTEM AND METHOD FOR	Published	15/710665	09/20/2017	2018/0080589	

Country	Title	Status	Application No.	Filing Date	Publication No.	Issue No.
	PUSH-TO-CONNECT COUPLINGS WITH INTEGRATED FILTRATION					
US	SYSTEMS AND METHODS FOR PUSH-TO-CONNECT COUPLINGS WITH INTEGRATED FILTRATION	Expired	62/397531	09/21/2016		
US	VIBRATION ISOLATION SYSTEM	Published	16/169808	10/24/2018	2019/0128366	
US	VIBRATION ISOLATION SYSTEM	Expired	62/578250	10/27/2017		
WO	VIBRATION ISOLATION SYSTEM	Published	PCT/US2018/057395	10/24/2018		
US	AIR SLEEVE MATERIAL	Filed	62/894176			
US	AIR SLEEVE CRIMPING METHOD	Filed				
US	AIR SPRING ADJUSTABLE SPRING RATE METHOD	Filed				
US	INTEGRATED BLUETOOTH AND NON-CONTACTING HEIGHT SENSORS	Filed				