

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6333606

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the IMPROPERLY FILED SECURITY INTEREST previously recorded on Reel 053745 Frame 0609. Assignor(s) hereby confirms the SECTION 1(C)(II) UPON PROOF OF THE SIGNING BY THE COMPANY OF THE FINAL, DEFINITIVE DOCUMENTS WITH A LENDER

CONVEYING PARTY DATA

Name	Execution Date
COOL TECHNOLOGIES, INC.	10/02/2018

RECEIVING PARTY DATA

Name:	COOL TECHNOLOGIES, INC.
Street Address:	8875 HIDDEN RIVER PARKWAY, SUITE 300
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33637

PROPERTY NUMBERS Total: 10

Property Type	Number
PCT Number:	US2014018246
PCT Number:	US2014070513
Patent Number:	7569955
Patent Number:	8283818
Patent Number:	8134260
Patent Number:	8198770
Patent Number:	8148858
Patent Number:	9618068
Patent Number:	9543809
Application Number:	15285734

CORRESPONDENCE DATA

Fax Number: (702)791-1912

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.

Phone: 7027910308

Email: TIP@NEVADAFIRM.COM

Correspondent Name: JAMES D. BOYLE, ESQ.

Address Line 1: 400 S. 4TH STREET, THIRD FLOOR

PATENT

Address Line 4: LAS VEGAS, NEVADA 89101

NAME OF SUBMITTER: JOANNA M. MYERS, ESQ.

SIGNATURE: /Joanna M. Myers, Esq./

DATE SIGNED: 10/02/2020

Total Attachments: 24

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source=Exhibit 1 - Danks Don Bridge Note (10_02_2018) Redacted#page2.tif
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DECLARATION OF TIMOTHY HASSETT

I, Timothy Hassett, declare as follows:

1. I am the Chief Executive Officer of Cool Technologies, Inc. (“Cool Technologies”). I have personal knowledge of the matters stated herein and, if called upon to do so, I could and would competently testify thereto.

2. On or about October 2, 2018, Cool Technologies executed a Bridge Promissory Note in favor of Donald Danks in the principal amount of \$250,000 (“Danks Note”). A true and accurate copy of the Danks Note is attached hereto as **Exhibit 1**.

3. Pursuant to the terms of the Danks Note, a security interest was granted with respect to certain Cool Technologies’ intellectual property, namely, the patents which are listed in Schedule B of the Danks Note.

4. Schedule B of the Danks Note lists the following patents:

U.S. Patents:

- Motor w/ Heat Pipes; DKT# HAST 9608U1; Priority Date 6/19/2006; Filing Date 6/19/2007; Issued 8/4/2009; Serial/Patent No. 7,569,955;
- Motor w/ Heat Pipes-Hermetic; DKT# HAST 9608C1; Priority Date 6/19/2006; Filing Date 7/31/2009; Issued 10/9/2012; Serial/Patent No. 8,283,818;
- Motor w/ Heat Pipes-New Submersible; DKT# HAST 9608C2; Priority Date 6/19/2006; Filing Date 7/31/2009; Issued 3/13/2012; Serial/Patent No. 8,134,260;
- Bearing Cooler; DKT# HAST D151U1; Priority Date 4/4/2008; Filing Date 4/3/2009; Issued 6/12/2012; Serial/Patent No. 8,198,770;
- Tot Encl’d Air-HP-Air Cooled; DKT# HAST D261U1; Priority Date 8/6/2008; Filing Date 8/6/2009; Issued 4/3/2012; Serial/Patent No. 8,148,858;
- Wet Brake; DKT# HAST E108U1; Priority Date 12/18/2013; Filing Date 12/18/2014; Issued 4/11/2017; Serial/Patent No. 9,618,068;
- Radial Vent HPs; DKT# HAST E226U1; Priority Date 2/25/2013; Filing Date 2/25/2014; Issued 1/10/2017; Serial/Patent No. 9,543,809; and

- Parallel Pwr Input Gearbox; DKT# HAST E245C1; Priority Date 7/30/2014; Filing Date 10/5/2016; Abandoned July 2018; Serial/Patent No. 15/285,734.

Brazilian Patent:

- Radial Vent HPs; DKT# HAST E226BR; Priority Date 2/25/2013; Filing Date 2/25/2014; Brazil App-Not Yet Issued; Serial/Patent No. BR 112015020362-0.

Canadian Patents:

- Radial Vent HPs; DKT# HAST E226CA; Priority Date 2/25/2013; Filing Date 2/25/2014; Issued 06/25/2019; Canadian Serial/Patent No. 2,902,329 (PTC No. US2014018246);
- Wet Brake; DKT# HAST E108CA; Priority Date 12/18/2013; Filing Date 12/16/2014; Issued 10/15/2019; Canadian Serial/Patent No. 2,971,404 (PTC No. US2014070513).

Mexican Patent:

- Radial Vent HPs; DKT# HAST E226MX; Priority Date 2/25/2013; Filing Date 8/25/2015; Issued 4/3/2017; Mexican Serial/Patent No. MX/A/2015/011055.

Collectively, the above are referred to herein as the “Patents.” Cool Technologies is the legitimate and proper owner or all rights, title and interest in and to the Patents.

5. On or about May 20, 2020, Danks filed a UCC Financing Statement with the Nevada Secretary of State identifying Cool Technologies, Inc. as the debtor, Danks Family Trust as the secured party, and listing as collateral the Patents.

6. On or about June 18, 2020 Cool Technologies entered into a Bridge Promissory Note Release with the Danks.

7. The Bridge Promissory Note Release did not create any security interest or change the terms of the security interests granted by the Danks Note with respect

to the Patents, but rather, provided terms under which Danks would voluntarily release his claims to any security interests in the Patents.

8. Further, pursuant to the terms of the Bridge Promissory Note Release, the terms of the Danks Note (as extended) remained in effect.

9. The Danks Note, as extended, contains the following provision:

Continuing Security Interests. Cool Technologies hereby agrees that this Agreement shall create continuing security interests in the Intellectual Property¹ which shall remain in effect until terminated under the conditions as set forth below.

(ii) Upon proof of the signing by [Cool Technologies] of the final, definitive documents with a lender to provide insurance related debt and/or surety bond financing against the coverage of [Cool Technologies'] patents by an insurance underwriter, the Secured Party's Security Interest in [Cool Technologies'] patents will revert back to [Cool Technologies].

(Section 1(c)(ii) of the Danks Note).

10. On August 21, 2020, Cool Technologies and a lender signed an agreement whereby the lender finally and definitively agreed to provide insurance related debt and/or surety bond financing against the patents of Cool Technologies to be supported by an insurance underwriter. See **Exhibit 2** attached hereto.

11. On August 23, 2020, Danks was provided with proof of this August 21, 2020 agreement between Cool Technologies and the lender. See Exhibit 2.

12. Accordingly, on August 23, 2020, any security interest held by Danks was terminated and reverted back to Cool Technologies under the terms of the Danks Note. As of August 23, 2020, Danks had and has no right to any security interest in the Patents.

13. Despite being notified on August 23, 2020 that any security interest held by Danks had terminated and reverted back to Cool Technologies under the

¹ Including the Patents at issue.

terms of the Danks Note, Danks filed purported Patent Assignment documentation (the "Patent Assignment Notice") with the United States Patent and Trademark Office attaching a redacted version of the Danks Note. The Patent Assignment Notice bears EPAS ID No. PAT6293979.

14. Danks redacted the Danks Note attached to the Patent Assignment Notices by specifically redacting the following language contained in Section 1(c)(ii) of the Danks Note, pursuant to which the security interests terminated and reverted to Cool Technologies:

(ii) Upon proof of the signing by [Cool Technologies] of the final, definitive documents with a lender to provide insurance related debt and/or surety bond financing against the coverage of [Cool Technologies'] patents by an insurance underwriter, the Secured Party's Security Interest in [Cool Technologies'] patents will revert back to [Cool Technologies].

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on October 2, 2020 at Santa Rosa, California.


TIMOTHY HASSETT

EXHIBIT 1

EXHIBIT 1

[REDACTED]

[REDACTED]

[REDACTED]

Issue Date: October 2, 2018

FOR VALUE RECEIVED, the undersigned, COOL TECHNOLOGIES, Inc., a corporation registered in the state of Nevada (“**Borrower**”), having a principal place of business at 8875 Hidden River Parkway, Suite 300, Tampa, FL 33637 hereby promises to pay to the order of Donald Danks (“**Lender**”), a resident of California and having a principal residence at 2107 Yacht Daphne, Newport Beach, CA 92660 the Principal Amount of [REDACTED]

[REDACTED]

1. Security Interest.

(a) Assignment and Grant of Security in Respect of the Secured Obligations.

As security for the prompt payment and performance of the Secured Obligations, Cool Technologies hereby grants, assigns, transfers, and conveys to Secured Party, continuing security interests in all of Cool Technologies’ right, title and interest in, to and under the following existing property (collectively, the “**Intellectual Property**”):

(i) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the “**Patents**”);

(b) Intellectual Property. Borrower owns all rights in, or has valid and enforceable rights to use, the Borrower Intellectual Property, free and clear of all Liens. The Borrower Intellectual Property has not been infringed, misappropriated or otherwise violated in any material respect by any Person, including any employee or former employee of Borrower. No action, suit or other proceeding has been brought against Borrower (and Borrower has not received any notice, or any threat) that involves a claim of infringement, misappropriation or other violation of any Intellectual Property of any third party or that contests the validity, ownership or right of Borrower to exercise any Intellectual Property right. Borrower has not brought any action, suit or other proceeding for infringement, misappropriation or other violation of any Intellectual Property or breach of any contract relating to the Borrower Intellectual Property. Borrower has not received any unresolved written notice of any alleged invalidity with respect to any of the Borrower Intellectual Property in connection with the normal conduct of Borrower’s Business.

(c) Continuing Security Interests. Cool Technologies hereby agrees that this Agreement shall create continuing security interests in the Intellectual Property which shall remain in effect until terminated under the conditions as set forth below.

(ii) Upon proof of the signing by the Company of the final, definitive documents with a lender to provide insurance related debt and/or surety bond financing against the coverage of the Company's patents by an insurance underwriter, the Secured Party's Security Interest in the Company's patents will revert back to the Company. Any reasonable costs to discharge the lien or encumbrance against the patents will be added to the Obligations owed to the Secured Party.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Timothy Hassett
On behalf of Cool Technologies, Inc.

Timothy Hassett
Print Name

Chief Executive Officer
Title

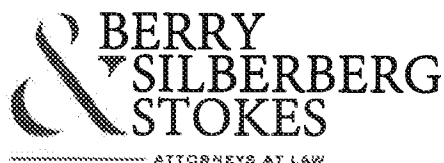
Schedule B “Patents”

Cool Tech Patent Portfolio

Title (Nickname)	Dkt #	Priority Date	Filing Date	Status	Serial/Patent No.	Rec'd Assign
Motor w/ Heat Pipes (US App)	HAST 9608U1	6/19/2006	6/19/2007	Issued 8/4/09	7,569,955	HPEV
Motor w/ Heat Pipes (Cont App) - Hermetic	HAST 9608C1	6/19/2006	7/31/2009	Issued 10/9/12	8,283,818	HPEV
Motor w/ Heat Pipes (CIP App) - New Submersible	HAST 9608C2	6/19/2006	7/31/2009	Issued 3/13/12	8,134,260	HPEV
Bearing Cooler (US App)	HAST D151U1	4/4/2008	4/3/2009	Issued 6/12/12	8,198,770	HPEV
Tot Encl'd Air-HP-Air Cooled (US App)	HAST D261U1	8/6/2008	8/6/2009	Issued 4/3/12	8,148,858	HPEV
Wet Brake	HAST E108U1	12/18/2013	12/18/2014	Issued 4/11/17	9,618,068	HPEV
Wet Brake	HAST E108CA	12/18/2013	12/16/2014	Candian App - No Action Yet	2,971,404	HPEV
Radial Vent HPs	HAST E226U1	2/25/2013	2/25/2014	Issued 1/10/17	9,543,809	HPEV
Radial Vent HPs	HAST E226BR	2/25/2013	8/24/2015	Brazil App - No Action Yet	BR 112015020362-0	HPEV
Radial Vent HPs	HAST E226CA	2/25/2013	8/24/2015	Canadian App - No Action Yet	2,902,329	HPEV
Radial Vent HPs	HAST E226MX	2/25/2013	8/25/2015	Notice of Allow Rec'd, Grant Fees Paid, Waiting for Issuance	MX/A/2015/011055	HPEV
Parallel Pwr Input Gearbox (Continuation)	HAST E245C1	7/30/2014	10/5/2016	No Action Yet	15/285,734	Cool Tech

EXHIBIT 2

EXHIBIT 2



Robert P. Berry
Direct: (314) 480-5882
Facsimile: (314) 480-5884
rberry@berrysilberberg.com

August 23, 2020

Sent via U.S. Mail and Email

Alayne Opie
Greenberg Traurig, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135
opiea@gtlaw.com

Re: Cool Technologies, Inc.

Dear Ms. Opie:

This firm represents Cool Technologies, Inc. ("Cool Technologies") with respect to the matters set forth in your August 4, 2020 letters sent on behalf of your clients, the Danks Family Trust and the Timothy J. Joyce Living Trust. Please direct all future communications to our firm.

In your letters, you reference certain security interests in Cool Technologies' patents and certain UCC Financing Statements filed by your clients relating to those patents. Please be advised that, on August 21, 2020, lender 3&1 Capital Partners, LLC and Cool Technologies signed a document whereby the lender finally and definitively committed to provide insurance related debt and/or surety bond financing. This signed agreement is enclosed with this letter.

As you are aware, any claimed security interest in favor of your clients would have been created pursuant to the terms of the September 11, 2018, September 25, 2018, and/or October 2, 2018 Bridge Promissory Notes, including any extensions thereto. Pursuant to Section 1(c)(ii) of those Bridge Promissory Notes, any such security interests only remain in effect until Cool Technologies provides proof that it has signed "final, definitive documents with a lender to provide insurance related debt and/or surety bond financing against the coverage of [Cool Technologies, Inc.]'s patents by an insurance underwriter." Upon providing that proof, "the Secured Party's Security Interest in the [Cool Technologies, Inc.]'s patents will revert back to [Cool Technologies, Inc]."

Accordingly, effective immediately, your clients' claimed security interests in the patents have been terminated and have reverted back to Cool Technologies, Inc. Your clients have no present rights or security interests with respect to such patents.

August 23, 2020
Alayne Opie, Esq.
Page 2 of 2

As such, and pursuant to NRS 104.9513.3 and other applicable statutes, because there is no present obligation secured by the collateral set forth in the Nevada UCC Financing Statement filed on May 20, 2020 listing the "Danks Family Trust" as a secured party and/or the Nevada UCC Financing Statement filed on May 26, 2020 listing the "Timothy J Joyce Living Trust" as a secured party, Cool Technologies hereby demands that your clients immediately file termination statements in Nevada within 20 days of this letter.

We understand your clients have made several threats to levy upon, sell, or compromise the patents. Because they do not presently hold valid security interests, however, any effort to do so would constitute a breach of contract and tortious interference with Cool Technologies' ongoing business and contractual relationships, potentially including those business relationships related to Cool Technologies' financing. Further, because the parties always understood that Messrs. Danks' and Joyce's loans were to be paid from lender financing using the patents as collateral, any present attempt to compromise the unsecured patents would further breach their contract and sound in tort. Cool Technologies reserves the right to pursue any and all available legal and equitable remedies should your clients fail to terminate the UCC Financing Statements, improperly attempt to assert any present rights with respect to the patents, and/or take any steps to obtain, sell, levy upon, or dispose of such patents. Furthermore, if legal proceedings become necessary, Cool Technologies will pursue any and all available damages caused by any such improper actions on the part of your clients, up to and including damages to its business, lost opportunities, and lost profits.

In light of the fact that this matter may result in litigation, your clients are on notice that they have a present duty to preserve all relevant records and information and they may not delete or destroy, and must take positive steps to preserve, any materials or information (including emails and other electronically stored information) that relate to the issues addressed herein. This includes ceasing any automatic document destruction programs or practices. Failure to take appropriate actions to preserve all such records may result in sanctions being imposed for the spoliation of evidence.

Best regards,



Robert P. Berry

Enclosure



CAPITAL PARTNERS

Agreement to Provide Insurance Related Debt and/or Surety Bond Financing

3&1 Capital Partners, LLC (the "Lender") in cooperation with Opportunity Investment Fund LLC (OIF) hereby finally and definitively agrees to provide insurance related debt and/or surety bond and/or SBLC financing against the patents of Cool Technologies, Inc per the Memorandum of Terms executed 3/11/2020. The financing will be support by the appropriate insurance products including Keyman, IP Insurance, and Surety/Performance bonds.

Agreed and Accepted:

3&1 Capital Partners, LLC

Cool Technologies, Inc.

DocuSigned by:

Brian Mosley

Authorized Signatory

DocuSigned by:

Tim Hassett

Authorized Signatory

Date: 8/21/2020

Date: 8/21/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6293979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COOL TECHNOLOGIES, INC.	09/11/2018
RECEIVING PARTY DATA	
Name:	DANKS FAMILY TRUST
Street Address:	6 PACIFIC WINDS
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92657
PROPERTY NUMBERS Total: 10	
Property Type	Number
PCT Number:	US2014018246
PCT Number:	US2014070513
Patent Number:	7569955
Patent Number:	8283818
Patent Number:	8134260
Patent Number:	8198770
Patent Number:	8148858
Patent Number:	9618068
Patent Number:	9543809
Application Number:	15285734
CORRESPONDENCE DATA	
Fax Number:	(214)665-3601
<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:	2146653600
Email:	newgentk@gtlaw.com
Correspondent Name:	GREENBERG TRAURIG, LLP
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100
Address Line 2:	INTELLECTUAL PROPERTY DEPARTMENT
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	194924-010100

PATENT

NAME OF SUBMITTER:	KATIE NEWGENT
SIGNATURE:	/Katie Newgent/
DATE SIGNED:	09/11/2020
Total Attachments: 7 source=03-20180911 Security Interest -Danks-Redacted#page1.tif source=03-20180911 Security Interest -Danks-Redacted#page2.tif source=03-20180911 Security Interest -Danks-Redacted#page3.tif source=03-20180911 Security Interest -Danks-Redacted#page4.tif source=03-20180911 Security Interest -Danks-Redacted#page5.tif source=03-20180911 Security Interest -Danks-Redacted#page6.tif source=03-20180911 Security Interest -Danks-Redacted#page7.tif	

[REDACTED]

[REDACTED]

[REDACTED]

Issue Date: September 11, 2018

FOR VALUE RECEIVED, the undersigned, COOL TECHNOLOGIES, Inc., a corporation registered in the state of Nevada ("**Borrower**"), having a principal place of business at 8875 Hidden River Parkway, Suite 300, Tampa, FL 33637 hereby promises to pay to the order of Danks Family Trust ("**Lender**"), a resident of California and having a principal residence at 6 Pacific Winds, Newport Coast, CA 92657, the Principal Amount of

[REDACTED]

1. Security Interest.

(a) Assignment and Grant of Security in Respect of the Secured Obligations.

As security for the prompt payment and performance of the Secured Obligations, Cool Technologies hereby grants, assigns, transfers, and conveys to Secured Party, continuing security interests in all of Cool Technologies' right, title and interest in, to and under the following existing property (collectively, the "**Intellectual Property**"):

(i) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the "**Patents**");

(b) **Intellectual Property.** Borrower owns all rights in, or has valid and enforceable rights to use, the Borrower Intellectual Property, free and clear of all Liens. The Borrower Intellectual Property has not been infringed, misappropriated or otherwise violated in any material respect by any Person, including any employee or former employee of Borrower. No action, suit or other proceeding has been brought against Borrower (and Borrower has not received any notice, or any threat) that involves a claim of infringement, misappropriation or other violation of any Intellectual Property of any third party or that contests the validity, ownership or right of Borrower to exercise any Intellectual Property right. Borrower has not brought any action, suit or other proceeding for infringement, misappropriation or other violation of any Intellectual Property or breach of any contract relating to the Borrower Intellectual Property. Borrower has not received any unresolved written notice of any alleged invalidity with

respect to any of the Borrower Intellectual Property in connection with the normal conduct of Borrower's Business.

(c) Continuing Security Interests. Cool Technologies hereby agrees that this Agreement shall create continuing security interests in the Intellectual Property which shall remain in effect until terminated under the conditions as set forth below.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted]


[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



On behalf of Cool Technologies, Inc.

Timothy Hassett

Print Name

Chief Executive Officer

Title

Schedule B "Patents"

Cool Tech Patent Portfolio

Title (Nickname)	Dkt #	Priority Date	Filing Date	Status	Serial/Patent No.	Rec'd Assign
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Wet Brake	HAST E108U1	12/18/2013	12/18/2014	Issued 4/11/17	9,618,068	HPEV
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Radial Vent HPs	HAST E226U1	2/25/2013	2/25/2014	Issued 1/10/17	9,543,809	HPEV
Radial Vent HPs	HAST E226BR	2/25/2013	8/24/2015	Brazil App - No Action	BR 112015020362-0	HPEV
Radial Vent HPs	HAST E226CA	2/25/2013	8/24/2015	Canadian App - No Action Yet	2,902,329	HPEV
Radial Vent HPs	HAST E226MX	2/25/2013	8/25/2015	Notice of Allow Rec'd, Grant Fees Paid, Waiting for	MX/A/2015/011055	HPEV

Parallel Pwr Input Gearbox (Continuation)	HAST E245C1	7/30/2014	10/5/2016	No Action Yet	15/285,734	Cool Tech
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