

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6427770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TPS IP, LLC	11/30/2020
RECEIVING PARTY DATA	
Name:	TPS INTERNATIONAL, LLC
Street Address:	2675 MAIN ST.
City:	EAST TROY
State/Country:	WISCONSIN
Postal Code:	53120
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	15922445
Application Number:	15922519
Application Number:	15922569
Application Number:	15922605
Application Number:	15922623
Application Number:	15922584
CORRESPONDENCE DATA	
Fax Number:	(412)394-7959
<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:	412-391-3939
Email:	jnola@jonesday.com, mmisitigh@jonesday.com
Correspondent Name:	JOSEPH NOLA
Address Line 1:	500 GRANT AVE.
Address Line 2:	SUITE 4500
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
NAME OF SUBMITTER:	MELANIE H. MISITIGH
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/02/2020
Total Attachments: 4	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”) is made on November 30, 2020 between TPS IP, LLC, a Delaware limited liability company (the “*Assignor*”), and TPS International, LLC, a Delaware limited liability company (the “*Assignee*”), pursuant to that certain Transfer and Contribution Agreement, dated as of the date hereof (the “*Transfer Agreement*”), by and among the Assignor and the Assignee. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Transfer Agreement.

RECITALS

WHEREAS, Assignor is the registrant, as applicable, and sole and exclusive owner of the entire right, title and interest in, to and under the Intellectual Property;

WHEREAS, pursuant to the Transfer Agreement, the Intellectual Property is to be assigned to Assignee; and

WHEREAS, the Assignor desires to assign and convey, and the Assignee desires to acquire, all of the Assignor’s right, title and interest in and to the Intellectual Property, including those registered patents identified on **Exhibit A** attached hereto, together with all goodwill and other rights associated with the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The above recitals are incorporated herein as if set forth at length below.

1. The Assignor hereby irrevocably sells, transfers, assigns, conveys, delivers and sets over to the Assignee all of the Assignor’s right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business in connection with which the Intellectual Property is used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this sale, transfer, assignment, conveyance and delivery had not been made, which includes the right to sue for past, present and future infringement, misappropriation or other violations of the Intellectual Property.

2. The Assignor agrees to release and transfer possession and control of the Intellectual Property to the Assignee by initiating the transfer with the current registrar of the Intellectual Property and performing, following, or cooperating with the Assignee on all procedures and actions specified by the registrar and completing any documents or forms that may be required by the registrar, including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrar, with copies to the Assignee, to transfer the Intellectual Property to the Assignee.

3. The Assignor hereby irrevocably appoints the Assignee as its true and lawful attorney-in-fact on the Assignor’s and the Assignee’s behalf and in the Assignor’s and/or the Assignee’s name, place and stead, to execute such documents or instruments and do any and all further acts that may be deemed necessary or desirable by the Assignee or its successors, assigns or other legal representatives, to effect

the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable the Assignee and its successors, assigns and other legal representatives to sustain or renew the Intellectual Property, and to maintain, perfect, support and protect the right, title and interest of the Assignee and its successors, assigns and other legal representatives, in and to the Intellectual Property and any registrations issued in connection therewith.

4. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

5. Entire Agreement. This Agreement, together with the Transfer Agreement, sets forth the entire agreement and understanding among the parties hereto as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

6. Amendments. No amendment, modification, or waiver of any provision of this Agreement, or consent to any departure from the terms of this Agreement by either party hereto, shall be effective unless the same shall be in writing and signed by both parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. Headings and Counterparts. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their respective meaning, construction or effect. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including in Adobe PDF format) shall be effective as delivery of a manually executed counterpart to this Agreement.

8. This Assignment is executed and delivered pursuant to the Transfer Agreement and made subject to the representations and warranties of the Assignor contained therein. The Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions, exclusions and limitations, applicable to the Intellectual Property in the Transfer Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Transfer Agreement, and in the event of any conflict between the Transfer Agreement and this Assignment, the Transfer Agreement shall govern.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

TPS IP, LLC

By:  _____

Name: Ronald Cozean

Title: Secretary and Treasurer

ASSIGNEE:

TPS INTERNATIONAL, LLC

By:  _____

Name: Ronald Cozean

Title: Secretary and Treasurer

[Signature Page to the IP Assignment]

Exhibit A
Intellectual Property

Title	Appln No.	Filed	Patent No.	Grant Date	Current Owner	Status
Intelligent Oven	15922445	3/15/18			Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45240/0047	Pending
Oven Wall Compositions And/Or Structures	15922519	3/15/18			Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45240/0818	Pending
Oven With Split Doors	15922569	3/15/18			Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45241/0144	Pending
Oven With Renewable Energy Capacities	15922605	3/15/18			Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45241/0762	Pending
Atmosphere Controlled Manifold	15922623	3/15/18	10794508	10/6/20	Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45242/0075	Granted
Oven With Augmented Reality Functionality	15922584	3/15/18	10798947	10/13/20	Assignment From: Inventors To: TPS IP, LLC Rcrd 3/15/18 R/F 45241/0344	Granted

PATENT

REEL: 054517 FRAME: 0971

RECORDED: 12/02/2020