

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6583905

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANDEN HOLDINGS CORPORATION	07/15/2020
RECEIVING PARTY DATA		
Name:	ECO2 SYSTEMS, LLC	
Street Address:	P.O. BOX 1358	
City:	WALLED LAKE	
State/Country:	MICHIGAN	
Postal Code:	48390	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9157667
CORRESPONDENCE DATA		
Fax Number:	(512)457-8008	
<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:	5124578000	
Email:	ssterling@dbcllp.com	
Correspondent Name:	DUBOIS, BRYANT & CAMPBELL, LLP	
Address Line 1:	303 COLORADO STREET, SUITE 2300	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	8279-701USPT	
NAME OF SUBMITTER:	STEPHANIE R. STERLING	
SIGNATURE:	/STEPHANIE R. STERLING/	
DATE SIGNED:	03/04/2021	
Total Attachments: 4		
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source=701USPT Patent Assignment (SHC - Eco2)#page2.tif		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “**Assignment**”) dated as of July 15, 2020 is made by and between Sanden Holdings Corporation, a Japanese corporation (“**Assignor**”), and Eco2 Systems, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignee and Sanden Living Environmental Systems Corporation and Sanden International (U.S.A.), Inc. (collectively, “**Seller**”), both of which are affiliates of Assignor, are parties to that certain Definitive Purchase Agreement dated as of February 14, 2020 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell and Assignee has agreed to purchase the “Purchased Assets” as defined in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the patent identified and set forth on Exhibit A hereto and that constitutes “Purchased Assets” under the Agreement (the “**Patent**”); and

WHEREAS, pursuant to the Purchase Agreement, the Patent is to be assigned by Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patent, any letters patent that may issue thereon, any continuation, divisional, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country, and all other corresponding rights (including common law rights) that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The parties hereto agree that Seller's representations, warranties and obligations with respect to the Patent shall be as set forth in the Purchase Agreement and shall survive the execution of this Assignment.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request and reasonably require in order to carry out and fulfill the purposes and intent of this Assignment.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any dispute, controversy, or claim arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules. Such arbitration proceeding shall take place in the State of Texas and be conducted in the English language. Notwithstanding the foregoing, either Party may immediately bring a proceeding seeking emergency or preliminary injunctive or other related equitable relief in the federal and state courts located in Travis County, Texas.

This Assignment incorporates all of the terms, conditions, representations, warranties and covenants in the Purchase Agreement. Nothing in this Assignment is intended to supersede, modify, limit, expand or amend any of the rights or obligations of the parties to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

Signature page follows.

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

ASSIGNOR:

SANDEN HOLDINGS CORPORATION

By: Katsuya Nishi
Name: 西 勝也
Title: Representative Director and President

ASSIGNEE:

ECO2 SYSTEMS, LLC

By: Miho Ito
Name: 伊藤 美保
Title: Managing Director

EXHIBIT A

PATENT

<u>Title</u>	<u>Country</u>	<u>Application No.</u> and <u>Patent No.</u>	<u>Patent Issue Date</u>	<u>Status</u>
Heat Pump Type Heating Apparatus	US	13,883,479 9,157,667 B2	10-13-15	Issued