

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6678203

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AIR DISTRIBUTION TECHNOLOGIES IP,LLC	09/29/2020
RECEIVING PARTY DATA	
Name:	CARDINAL IP HOLDING LLC
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State/Country:	WISCONSIN
Postal Code:	53209
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16915638
Application Number:	16921739
Application Number:	16940803
Application Number:	63024824
Application Number:	63074605
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NAME OF SUBMITTER:	CHAD E. KLEINHEKSEL
SIGNATURE:	/Chad E. Kleinheksel/
DATE SIGNED:	04/27/2021
Total Attachments: 4	

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of September 29, 2020, is made by Air Distribution Technologies IP, LLC, a Delaware limited liability company (“**Assignor**”), in favor of Cardinal IP Holding LLC, a Delaware limited liability company (“**Assignee**”), the recipient of certain assets of Assignor pursuant to the Intellectual Property Contribution Agreement between Assignee, on the one hand, and Assignor, on the other, dated as of May 1, 2020 (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) any patents and patent applications set forth on Schedule 1 hereto, all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and any other patents or patent applications in any jurisdiction claiming priority to or the benefit of the foregoing (the “**Patents**”);

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

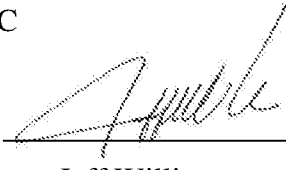
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment shall be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of laws, provisions or rules that would cause the application of laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

AIR DISTRIBUTION TECHNOLOGIES IP,
LLC

By  _____

Name: Jeff Williams

Title: President

AGREED TO AND ACCEPTED:

CARDINAL IP HOLDING LLC
by its sole member, AIR DISTRIBUTION
TECHNOLOGIES IP, LLC

By  _____

Name: Jeff Williams

Title: President

SCHEDULE 1

PATENTS

United States Patent Applications

1. United States Patent Application Serial No. 16/915,638 entitled "An Air Grille For An HVAC System" filed June 29, 2020. Inventor: Thomas J. Dykhuis.
2. United States Patent Application Serial No. 63/024,824 entitled "Method For Manufacturing Flexible Duct Using Ultrasonic Welding" filed May 14, 2020. Inventors: Jon L. Hulsebus, Peter M. Schmitz; Jim Wirtz.
3. United States Patent Application Serial No. 16/921,739 entitled "A Thermal Resistant Sheet For A Roof Hatch" filed July 6, 2020. Inventors: Anthony S. Uriarte and Peter M. Schmitz.
4. United States Patent Application Serial No. 16/940,803 entitled "A Cross Compatible Anchor Plate Adapter For Chimneys." Filed July 28, 2020." Inventors: Rajat Saxena, Peter M. Schmitz, Eric Palmbo, Michael Lutz, Rahul Jain.
5. United States Patent Application Serial No. 63/074,605 entitled "Externally Sealed Panel Door for Harsh Environments and Methods of Manufacturing Same." Filed September 4, 2020. Inventors: Anthony S. Uriarte, Peter M. Schmitz