

PATENT ASSIGNMENT COVER SHEET

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	Property Type	Number	
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Total Attachments: 4			
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Attorney Docket No. ISE-20-004/ISE-40239-US01

Attorney Docket No. ISE-20-004/ISE-40239-US02

ASSIGNMENT

Each person signing below (each an "Assignor," collective "Assignors") has made or authorized to be made the following patent and other application(s) ("Application(s)") relating to a Hot Water Tank Housing:

U.S. Design Application No. 29/762,636, filed December 17, 2020;

U.S. Design Application No. 29/762,637, filed December 17, 2020;

UK Application No. 6114486, filed January 20, 2021;

UK Application No. 6114487, filed January 20, 2021;

Chinese Patent Application No. 2021300423134, filed January 20, 2021;

Canadian Application No. 200591, filed January 15, 2021; and

European Community Design Application Nos. 008409262-001, 008409262-002, and 008409262-003 (three in total), filed on January 20, 2021.

The Applications disclose, whether claimed or unclaimed, invention(s) ("Invention"), of which each Assignor believes Assignors are each an original inventor or an original joint inventor.

THE MOTIV DESIGN LLC ("Assignee"), having a place of business at 803 Summer St, Second Floor, Boston, MA 02127, desires to acquire all right, title, and interest in and to "Intellectual Property" as defined below.

Each Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment from each Assignor to Assignee of any part of the Intellectual Property.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignors irrevocably assign, sell, and transfer all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignors if no assignment had been made to Assignee.

The Intellectual Property includes:

- a. the Invention;
- b. the Applications;
- c. any application to which any of the Applications could have claimed priority or benefit directly or indirectly, where "application" encompasses (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and non-provisional patent applications, and (iii) other applications for the protection of intellectual property,

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including applications for utility models, design patents, and statutory invention registrations;

- d. any application that claims or could have claimed priority to or benefit of any of the Applications directly or indirectly (including, but not limited to, U.S. patent applications, non-U.S. patent applications, international/PCT patent applications, national or regional phase or stage patent applications, divisionals, continuations, continuations-in-part, and patents of addition);
- e. any application, whether or not linked by priority/benefit claim to any of the Applications, that describes or claims at least one Invention;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)-(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
- h. any improvements to the Invention that were conceived by each Assignor prior to execution of this Assignment; and
- i. all interest in works of authorship by each Assignor related to the Invention, whether reproduced in any of the Applications or not, and including computer code, user interfaces, graphic works, and any of the Applications themselves, including, respectively, the written descriptions, the drawings, and the claims.

The right, title, and interest include without limitation:

- a. the right to claim priority to any application, official grant, and modification or extension of the Intellectual Property;
- b. all copyrights, designs, and other rights associated with the Intellectual Property in each jurisdiction, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and all rights to sue for, and recover for, infringements of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

Assignors request, in each country in which an application encompassed by the Intellectual Property is filed, that any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) issue the official grant to Assignee.

Each Assignor represents that Assignor has not, and agrees that Assignor will not, enter into any assignment, sale, license, agreement, transfer, or encumbrance that would conflict with this Assignment. Each Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Each Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The Cooperation encompasses

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proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, inter partes review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments or documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and accessible to Assignors, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

For any reason, including by operation of law, in any respect and in any jurisdiction:

- a. to the extent that the assignment, sale, and transfer fails, Assignors grant Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
- b. to the extent that the exclusive license fails, the exclusive license shall operate as a non-exclusive license; and
- c. to the extent that the non-exclusive license fails, Assignors grant Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not-to-sue, binding on Assignors' successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

Assignors grant SmithAmundsen LLC the power and authority to insert or correct any error in the corresponding application number(s), filing date(s), and titles provided above for the respective Applications after execution of this Assignment.

DocuSigned by:

Paul Metaxatos

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Paul Metaxatos

4/15/2021

Dated

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Attorney Docket No. ISE-20-004/ISE-40239-US02

DocuSigned by:

Steffen Koury

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Steffen Koury

4/15/2021

Dated

DocuSigned by:

Benjamin Hines

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Benjamin Hines

4/15/2021

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