

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6724788

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	A.P. AIR, INC.	05/19/2021
RECEIVING PARTY DATA		
Name:	A.P. AIR, LLC	
Street Address:	805 13TH STREET NORTH	
City:	HUMBOLDT	
State/Country:	IOWA	
Postal Code:	50548	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	D563435	
CORRESPONDENCE DATA		
Fax Number:		
<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:	5123916177	
Email:	jray@munsch.com	
Correspondent Name:	JAMES R RAY	
Address Line 1:	1717 W 6TH ST	
Address Line 2:	SUITE 250	
Address Line 4:	AUSTIN, TEXAS 78703	
ATTORNEY DOCKET NUMBER:	15958.13	
NAME OF SUBMITTER:	JAMES R. RAY, III	
SIGNATURE:	/james ray/	
DATE SIGNED:	05/24/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
source=18. Patent Assignment - Omega - AP Air#page1.tif		
source=18. Patent Assignment - Omega - AP Air#page2.tif		
source=18. Patent Assignment - Omega - AP Air#page3.tif		
source=18. Patent Assignment - Omega - AP Air#page4.tif		

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment"), dated May 19, 2021, is made by A.P. Air, Inc., an Iowa corporation ("Assignor"), to AP Air, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 17, 2021 (the "Agreement");

WHEREAS, pursuant to the terms of the Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office; and

WHEREAS, Assignor is the owner of all rights, title, and interest in and to that certain patent and/or patent application set forth on Schedule I (the "Assigned Patent").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee all of Assignor's rights, title, and interest to the Assigned Patent, free and clear of all Liens, including, without limitation:

- 1.1. any and all applications, divisions, improvements, continuations, continuations-in-part, reissues, reexaminations, and renewals thereof;
- 1.2. 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;
- 1.3. all files and records relating to the prosecution, exploitation, and defense of any of the foregoing; and
- 1.4. all rights, interests, claims, demands, and causes of action recoverable in law or equity, pertaining to any of the foregoing, whether accruing before, on, or after the date hereof, including, without limitation, the right to sue and recover for past, present, and future infringements thereof, the right to secure registrations of the Assigned Patent and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Assigned Patent, and the right to claim priority, file foreign counterparts, and make applications for reissues and reexamination with respect to any of the Assigned Patent.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Further Assurances. From and after the Closing Date, Assignor shall execute and deliver such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm, evidence, or perfect the assignment of the Assigned Patent to Assignee, or any assignee or successor thereto, including, without limitation, executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means.

4. Terms of the Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

5. Successors and Assigns. This 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 Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws rules or provisions.

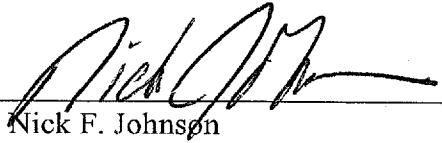
7. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any signature to this Agreement delivered via facsimile, electronic mail, or in .pdf format shall be deemed an original for all purposes.

[Signature page follows.]

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

ASSIGNOR:

A.P. AIR, INC.

By: 
Name: Nick F. Johnson
Title: President

Acknowledged and Agreed:

ASSIGNEE:

AP AIR, LLC

By: _____
Name: _____
Title: _____

Signature Page to Patent Assignment

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

ASSIGNOR:

A.P. AIR, INC.

By: _____

Name: Nick F. Johnson

Title: President

Acknowledged and Agreed:

ASSIGNEE:

AP AIR, LLC

By: _____

Name: Jeff Haddock

Title: CEO/COO

Signature Page to Patent Assignment

SCHEDULE I

Air Conditioner/Compressor Adapter Plate, USPTO Patent No. D563,435 S