## 506757206 07/09/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6804023

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
			Name Execution		
TAYLOR FAUSETT				04/13/2021	
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PROPERTY NUMBERS Total: 1			Number	l	
Property Type Application Number: 16		1001	6911346		
		1091	1340		
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Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET NU NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Fotal Attachments: 3	JMBER:	21024 p@rp WILLI 755 E SUITE SAN /	448844 psalaw.com AM H. QUIRK . MULBERRY AVE. E 200 ANTONIO, TEXAS 78212 83037.00005 WILLIAM H. QUIRK /William H. Quirk/ 07/09/2021		

## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made from Taylor Fausett, a United States citizen, having an address of 858 Haunani PL, Wailuku, HI 96793, and Nicholas F. Herrick-Kaiser, 160 Mineral Spring Ave., Passaic, NJ 07055 (collectively, "Assignors") to Airborne ECS, LLC ("Assignee") having a primary address of 3172 East Deseret Drive South, St. George, UT 84770.

WHEREAS, Assignors are the original joint inventors of a certain new and useful invention entitled, *Microtube Heat Exchanger Devices, Systems and Methods*, filed with the United States Patent and Trademark Office on June 24, 2020, and assigned Application Serial No. 16/911,346, as well as all new and useful improvements described in any non-provisional application(s)/Patent(s).

WHEREAS, Assignee, a limited liability company organized under the laws of the State of Delaware, wishes to acquire the entire right, title and interest in, to and under the Patent/Application(s).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors covenant and agree as follows:

1. <u>Assignment</u>. Assignors hereby sell, assign, transfer, and set over, to Assignee, its successors, legal representatives, and assigns:

- Assignors' entire right, title and interest in, to and under the improvements and non-provisional(s), and any and all divisions, renewals, continuations, continuations-in-part, re-examinations, Patent(s) and reissues thereof;
- all rights to claim priority to the Patent/Application(s) and all rights in and to any and all inventions which are disclosed in the Patent/Application(s);
- c. any and all patents maturing from the Patent/Application(s) and any continuations, continuations-in-part, divisions, reissues, or reexaminations of the Patent/Application(s) and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent;
- d. all applications for patent which have been or may hereafter be filed for the improvements in any country, countries, or regions foreign to, or international offices with jurisdiction beyond, the United States and all extensions, renewals and reissues thereof; and

 all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements of any of the foregoing.

2. <u>Authorization and Request.</u> Assignors hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications, to issue all Letters Patent for the improvements to the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

 Assignors' Representations and Warranties. Assignors hereby represent and warrant that:

- Assignors have the legal right and authority to execute this Assignment, and to validly assign the entire interest in the Patent/Application(s) to Assignee;
- Assignors have not executed any other agreement that would conflict with the terms of this Assignment, nor shall Assignors execute any such assignment in the future; and
- c. to the best of Assignors' knowledge, the Patent/Application(s) is valid and enforceable as of the date of this Assignment.

4. <u>Cooperation</u>. Assignors further agree that Assignors will communicate to Assignee, its successors, legal representatives and assigns, any known facts respecting any improvements to the Patent/Application(s), and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives, and assigns, to obtain and enforce proper patent and similar protection for the improvement in all countries.

[The remainder of page intentionally left blank- signature pages follow]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this  $\int_{\frac{1}{2}}^{\frac{1}{2}} day$  of  $A_{eC1}$ , 2021.

Taylor Fausett, Assignor

STATE OF Hawail Ś § COUNTY OF Marin Ş

Before me, a notary public, on this day personally appeared Taylor Fausett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration there expressed.

Given under my hand and seal of office this 13+h day of Apci, 2021.



120

Notary Public, State of Hawaii

My commission expires 16 october 2023

Date: 4/13/2021 # Pages: 4 Name: Joel C. Grams 2nd Circuit Doc. Description: Assignment Notary Signature NOTARY CERTIFICATION

