

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6850430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THERMAXX, LLC	07/21/2021
RECEIVING PARTY DATA	
Name:	SPI LLC
Street Address:	2101 REXFORD ROAD
Internal Address:	SUITE 300 E
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28211
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9494272
CORRESPONDENCE DATA	
Fax Number:	(412)355-6501
<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:	4123556406
Email:	piuspatents@klgates.com
Correspondent Name:	K&L GATES LLP - ROBERT A. MUHA
Address Line 1:	210 SIXTH AVENUE
Address Line 2:	K&L GATES CENTER
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-2613
ATTORNEY DOCKET NUMBER:	210289
NAME OF SUBMITTER:	ROBERT A. MUHA
SIGNATURE:	/Robert A Muha/
DATE SIGNED:	08/05/2021
Total Attachments: 5	
source=EXECUTED Patent Assignment Agreement - Thermaxx - SPI#page1.tif	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Agreement”) is dated as of July 21, 2021, by and between Thermaxx, LLC, a Connecticut limited liability company (“Assignor”), and SPI LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below)

WHEREAS, the parties have executed that certain Asset Purchase Agreement, dated the date hereof (the “Purchase Agreement”), by and among Assignor and Assignee, and certain other parties thereto, pursuant to which, among other things, Assignee shall purchase from Assignor, and Assignor shall sell, convey, assign, transfer and deliver to Assignee, the Assets, including, without limitation the Patents (as defined below), upon the terms and conditions specified in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain patents related to the Business, including but not necessarily limited to those listed on Schedule 1 attached hereto and including without limitation any registrations and applications therefor (collectively, the “Patents”); and

WHEREAS, in connection with and pursuant to the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of its right, title and interest in and to the Patents, and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof, and all rights to sue for past, present, and future infringements or misappropriations of the Patents, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Assignor had this conveyance and assignment not been made.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment**. Assignor, in accordance with and subject to the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Patents, including any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof, and all rights to sue for past, present, and future infringements or misappropriations of the Patents.

2. **Purchase Agreement Controls**. This Agreement is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, covenants, agreements, warranties and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

3. **Further Assurances**. Each of the parties agrees to execute and deliver such other instruments or documents and take such other actions as shall be reasonably necessary to carry out the purposes and intent of this Agreement.

4. **Jurisdiction and Governing Law.** The validity, construction and interpretation of this Agreement, and all matters arising from or related to this Agreement, shall be governed by the laws of the State of Delaware, irrespective of its choice of law principles. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Wilmington, Delaware, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

5. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be deemed invalid or unenforceable, the remainder of this Agreement and application of such provisions to other Persons or circumstances shall not be affected.

6. **Headings.** The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any rights, benefits or obligations set forth herein shall be assigned by any of the parties hereto, except that after the Closing Date, Assignee may, without consent of any other party, assign this Agreement in connection with the sale of all or a substantial part of its assets. Except as otherwise provided herein, all of the covenants, terms, provisions and agreements contained herein shall be binding upon, and shall inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of each of the respective parties.

8. **Counterparts.** A copy of this Agreement that is signed and delivered by telecopy or other facsimile transmission shall constitute an original, executed Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. **Amendment and Waiver.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by each party to be bound thereby. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

THERMAXX, LLC

SPI LLC

By: _____

Name: Brian T. Bannan
Title: Managing Member

By: _____

Name: Jon Perry
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement as of the date set forth above.

ASSIGNOR:

THERMAXX, LLC

By: _____
Name: Brian T. Bannon
Title: Managing Member

ASSIGNEE:

SPI LLC

By: _____
Name: Jon Perry
Title: Chief Executive Officer

DocuSigned by:
Jonathan Perry
D8330A57609445B

Schedule 1

United States Patent 9,494,272 – B2, dated November 15, 2016, “Insulations Jacket and Insulation Jacket System”.