# 507127125 02/14/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7173965

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name                       | Execution Date |
|----------------------------|----------------|
| EXPERIUM TECHNOLOGIES, LLC | 04/30/2015     |

### **RECEIVING PARTY DATA**

| Name:           | COMRENT HOLDINGS, INC.       |  |
|-----------------|------------------------------|--|
| Street Address: | 10901 W 120TH AVE, SUITE 150 |  |
| City:           | BROOMFIELD                   |  |
| State/Country:  | COLORADO                     |  |
| Postal Code:    | 80021                        |  |

# **PROPERTY NUMBERS Total: 2**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D702634 |
| Patent Number: | D698724 |

### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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| ATTORNEY DOCKET NUMBER: | 114646.0000003        |  |
|-------------------------|-----------------------|--|
| NAME OF SUBMITTER:      | VINCENT J. GALLUZZO   |  |
| SIGNATURE:              | /Vincent J. Galluzzo/ |  |
| DATE SIGNED:            | 02/14/2022            |  |

### **Total Attachments: 5**

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> PATENT REEL: 058999 FRAME: 0428

507127125

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), dated as of February 8, 2022, is made by and between ComRent Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Assignor") and ComRent International, LLC, a limited liability company organized and existing under the laws of the State of Maryland (the "Assignee").

#### WITNESSETH:

WHEREAS, Experium Technologies, LLC, a limited liability company organized under the laws of the State of Virginia (hereafter "Experium"), was previously the owner of all right, title, and interest in, to, and under, and is currently listed as the owner of record at the U.S. Patent and Trademark Office ("USPTO") of, the following patents (the "Assigned Patents"):

- 1. U.S. Design Patent No. D702,634, titled "WATERCOOLED TANKLESS LOADBANK," which issued on April 15, 2014; and
- 2. U.S. Design Patent No. D698,724, titled "MODULAR ELECTRIC LOAD SYSTEM II," which issued on February 4, 2014;

WHEREAS, on April 30, 2015, Experium was automatically cancelled pursuant to the Virginia LLC Act, Va. Code § 13.1-1050.2, which transferred the Assigned Patents by operation of law to its sole member, Assignor;

WHEREAS, Assignor is currently the owner of all right, title, and interest in, to, and under the Assigned Patents; and

WHEREAS, Assignor hereby agrees to sell, assign, transfer, and deliver to Assignee, and Assignee hereby agrees to purchase and acquire from Assignor, all of Assignor's right, title, and interest in, to, and under the Assigned Patents.

NOW THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties agree as follows:

- Section 1. <u>Assignor's Representations and Warranties</u>. Assignor represents and warrants that: (i) Assignor owns all right, title, and interest in, to, and under the Assigned Patents; (ii) Assignor has the power and authority to enter into this Assignment; (iii) the information set forth in this Assignment is true, complete and accurate; (iv) Assignor has not and will not encumber the worldwide use, registration, and/or transfer of and/or assignment to Assignee, its successor or assigns, of the Assigned Patents; and (v) Assignor has not received any challenges to Assignor's right to assign the Assigned Patents, or the related applications, patents or registrations therefor, to Assignee.
- Section 2. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors, legal representatives and assigns:

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- (a) all of Assignor's right, title, and interest in, to and under the Assigned Patents and all divisions, renewals and continuations and continuations-in-part thereof, and all other patents of the United States which may be granted thereon and all reissues and extensions thereof;
- (b) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said Assigned Patents in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Assigned Patents under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable;
- (c) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof:
- (d) 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;
- (e) 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
- (f) 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, 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.
- Section 3. <u>Authorization and Request</u>. Assignor hereby authorizes and requests the Commissioner of Patents of the USPTO, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, as assignee of the entire right, title and interest of Assignor, in accordance with the terms of this Assignment.
- Section 4. <u>Further Assurances</u>. Assignor hereby covenants and agrees that it will, upon reasonable request of Assignee, communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to it respecting said Assigned Patents, and testify in any legal proceeding, execute all additional instruments, documents, declarations, divisional, continuing, reissue and foreign applications, consents and papers as are necessary to continue, secure, defend and register the Assigned Patents, execute and make all rightful oaths, and

generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Assigned Patents in all countries.

- Section 5. <u>Governing Law</u>. Any disputes arising out of or relating to this Assignment, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- Section 6. <u>Entire Agreement</u>. This Assignment contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein. No provisions of this Assignment shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Assignment is for recordation purposes only.
- Section 7. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Assignment may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, which shall be effective as of the date first written above.

ComRent Holdings, Inc.

Name:

Title: C/=0

ComRent International, LLC

Name:

Title:

[Notary Page Follows]

[Signature Page to Patent Assignment]

| California All-Purpose Certificat  | e of Acknowledgment   |  |  |  |
|--|---|--|--|--|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |   |  |  |  |
| State of California  |   |  |  |  |
| County of Orange   | S.S.  |  |  |  |
| On Feb 8, 2022 before me, Jin 1  | Name of Notary Public   |  |  |  |
| personally appeared Douglas May  |   |  |  |  |
| Nam  | a of Signer (a)   |  |  |  |
| who proved to me on the basis of satisfactory evidence is/are subscribed to the within instrument and acknowle the same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of winstrument. | edged to me that he/she/they executed that by his/her/their signature(s) on the |  |  |  |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.   | Notary Public - California Orange County Commission # 2289292                   |  |  |  |
| WITNESS my hand and official seal.   | My Comm. Expires Jun 16, 2022   |  |  |  |
| Signature of Notary Public  OPTIONAL INFORMATION  Although the information in this section is not required by law, it could p  | revent fraudulent removal and reattachment of                                   |  |  |  |
| this acknowledgment to an unauthorized document and may prove user   | ful to persons relying on the attached document.                                |  |  |  |
| Description of Attached Document   | * 2.12 VACITORESITION COURSE  |  |  |  |
| The preceding Certificate of Acknowledgment is attached to a   | Method of Signer Identification   |  |  |  |
| document titled/for the purpose of Votent Asignment  | Proved to me on the basis of satisfactory evidence:                             |  |  |  |
|  | ☐ form(s) of identification ☐ credible witness(es)                              |  |  |  |
| containing 5 pages, and dated 02/08/22.  | Notarial event is detailed in notary journal on:                                |  |  |  |
| The signer(s) capacity or authority is/are as:   | Page # Entry #  |  |  |  |
| ☐ Individual(s)  | Notary contact:   |  |  |  |
| Attorney-in-fact Corporate Officer(s)  | Other   |  |  |  |
| Title(s)   | ☐ Additional Signer ☐ Signer(s) Thumbprints(s)                                  |  |  |  |
| ☐ Guardian/Conservator   |   |  |  |  |
| ☐ Partner - Limited/General  |   |  |  |  |
| ☐ Trustee(s) ☐ Other:  |   |  |  |  |
|  | , ,   |  |  |  |
| representing: Name(s) of Person(s) Entity(test) Signer is Representing   |   |  |  |  |
|  | ☐ Additional Signer ☐ Signer(s) Thumbprints(s) ☐                                |  |  |  |

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**RECORDED: 02/14/2022**