

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7291089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHASE CHANGE ENERGY SOLUTIONS, INC.	04/09/2022
RECEIVING PARTY DATA	
Name:	PHASESTORE, LLC
Street Address:	7804 FAIRVIEW RD STE 302
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28226
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	14421627
Application Number:	16001637
Application Number:	61691150
Application Number:	62819257
Application Number:	17438576
Application Number:	62914125
Application Number:	63108523
Application Number:	17517086
PCT Number:	US2055164
CORRESPONDENCE DATA	
Fax Number:	(877)248-5100
<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:	704-248-6292
Email:	uspto@ti-law.com
Correspondent Name:	TILLMAN WRIGHT, PLLC
Address Line 1:	PO BOX 49309
Address Line 4:	CHARLOTTE, UNITED STATES 28277-0076
ATTORNEY DOCKET NUMBER:	1329.000 PHASESTORE
NAME OF SUBMITTER:	CHAD D TILLMAN

SIGNATURE:	/Chad D Tillman/
DATE SIGNED:	04/21/2022
Total Attachments: 7 source=Assignment-PhaseStore#page1.tif source=Assignment-PhaseStore#page2.tif source=Assignment-PhaseStore#page3.tif source=Assignment-PhaseStore#page4.tif source=Assignment-PhaseStore#page5.tif source=Assignment-PhaseStore#page6.tif source=Assignment-PhaseStore#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of April 13, 2022, is made by Phase Change Energy Solutions, Inc. ("**Seller**"), a Delaware corporation, in favor of PhaseStore LLC ("**Buyer**"), a North Carolina limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Seller, Buyer and Vesture, LLC dated as of December 21, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

- (a) all past, present, and future rights, titles, and interests in, to and under:
 - (i) the patent applications set forth on Schedule 1,
 - (ii) all applications to which any application of 1(a)(i) claims priority,
 - (iii) all applications from which any application of 1(a)(i) and 1(a)(ii) claims priority, and
 - (iv) all patents issuing from any application of 1(a)(i), 1(a)(ii), and 1(a)(iii), and any reissue or reexam of said patents (the foregoing applications and patents collectively the "**Patents**");
- (b) the trademark registrations and applications set forth on Schedule 2 hereto, including the marks thereof, and all registrations, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) 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
- (e) 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, dilution, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP 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 IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

PHASESTOR LLC

By: _____

Name: Wesley Jones

Title: Manager

Address for Notices:

7804 Fairview Road, Ste 302

Charlotte, NC 28226

ACKNOWLEDGMENT

STATE OF North Carolina

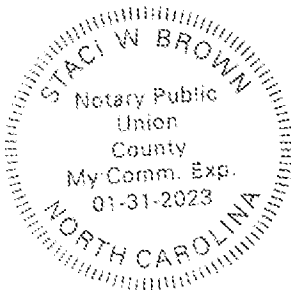
COUNTY OF Mecklenburg

On the 8 day of April, 2022, before me personally appeared Wesley Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of PhaseStor, LLC, the North Carolina limited liability company described, and acknowledged the instrument to be the free act and deed of PhaseStor, LLC, for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Staci W. Brown

My Commission Expires: 01-31-2023



[Signature Page to IP Assignment]

PATENT

REEL: 059665 FRAME: 0082

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

PHASE CHANGE ENERGY SOLUTIONS,
INC.

By: 

Name: Govi Rao

Title: Chief Executive Officer

Address for Notices:

120 E Pritchard St.

Asheboro, NC 27203

ACKNOWLEDGMENT

STATE OF [NJ])
COUNTY OF [Somerset])SS.
)

On the 9th day of April, 2022, before me personally appeared Govi Rao, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Phase Change Energy Solutions, Inc., the Delaware corporation described, and acknowledged the instrument to be the free act and deed of Phase Change Energy Solutions, Inc., for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:

Emily Geller

My Commission Expires:

EMILY A. GELLER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT 24, 2023

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Thermal Energy Storage Systems Including a Shipping Container, a Heat Exchange Apparatus, and a Phase Change Material	US	US 10,012,451	3-Jul-18
Thermal Energy Storage Systems	US	US 10,222,135	5-Mar-19
Thermal Energy Storage Systems	EP	EP 2885591	13-Jun-18
Thermal Energy Storage Systems	DE	EP 2885591	13-Jun-18
Thermal Energy Storage Systems	FR	EP 2885591	13-Jun-18
Thermal Energy Storage Systems	GB	EP 2885591	13-Jun-18

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Thermal Energy Storage Systems Including a Shipping Container, a Heat Exchange Apparatus, and a Phase Change Material	US	14/421,627	13-Feb-15
Thermal Energy Storage Systems	US	16/001,637	6-Jun-18
Thermal Energy Storage Systems	EP	EP 13753778.3	20-Aug-13
Thermal Energy Storage Systems Including a Shipping Container, a Heat Exchange Apparatus, and a Phase Change Material	US	US 61/691,150	20-Aug-12
Thermal Energy Storage Systems Including a Shipping Container, a Heat Exchange Apparatus, and a Phase Change	PCT	PCT/US2013/055735	20-Aug-13

Material			
Thermal Energy Storage Systems	US	US 62/819,257	15-Mar-19
Thermal Energy Storage Systems	PCT	PCT/US20/22802	13-Mar-20
Thermal Energy Storage Systems	US	US 17/438,576	13-Sep-21
Systems and Methods for Managing Thermal Energy	US	US 62/914,125	11-Oct-19
Systems and Methods for Managing Thermal Energy	PCT	PCT/US20/55164	10-Oct-20
Hybrid Systems and Methods for Managing Thermal Energy	US	US 63/108,523	2-Nov-20
Hybrid Systems and Methods for Managing Thermal Energy	US	US 17/517,086	2-Nov-21

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
PHASESTOR	US	5700447	19-Mar-19
ICESTOR	US	73805427	12-Mar-91