PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/17/2020

CONVEYING PARTY DATA

Name	Execution Date
DYLAN BROOMFIELD	04/25/2022
RUSSEL HUGH MARVIN	04/14/2022
MATTHEW HONICKMAN	04/26/2022

RECEIVING PARTY DATA

Name:	LCDRIVES CORP.
Street Address:	67 MAIN ST.
City:	POTSDAM
State/Country:	NEW YORK
Postal Code:	13676

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16745419

CORRESPONDENCE DATA

Fax Number:

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jacqui.frey@lathropgpm.com

Correspondent Name: LATHROP GPM LLP

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ATTORNEY DOCKET NUMBER:	728007
NAME OF SUBMITTER:	/DOUGLAS LINK/
SIGNATURE:	/Douglas Link/
DATE SIGNED:	05/17/2022

Total Attachments: 4

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NUNC PRO TUNC ASSIGNMENT

WHEREAS, this Intellectual Property Assignment Agreement (the "IP Assignment"), is made nunc pro tunc by **Dylan BROOMFIELD** of Gansevoort, New York; **Russel Hugh MARVIN** of Potsdam, New York; and **Matthew HONICKMAN** of Potsdam, New York (individually and collectively, "Assignor");

WHEREAS, Assignor have invented certain new and useful inventions for "COOLING MANIFOLD FOR ROTARY ELECTRIC MACHINE" for which a United States patent application ("Application") was filed on January 17, 2020, and accorded Serial No. 16/745,419, or is being filed concurrently herewith; and

WHEREAS, LCDrives Corp., a company registered in Delaware with a principal place of business in Potsdam, New York ("Assignee"), desires to acquire, and Assignor desires to assign, Assignor's interest in the above-identified inventions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, and Assignee does hereby accept, the Assignor's entire right, title, and interest in the above-identified inventions, such assignment to be effective nunc pro tunc as of the filing date of the Application identified above.

Assignor hereby authorizes Assignee to file and prosecute the Application, and any corresponding or related patent applications, in the name of Assignee, and Assignor authorizes and requests the patent office in each respective country to issue any patent granted from any of the above-referenced patent applications in the name of Assignee.

Assignor further hereby authorizes Assignee to insert the serial number and filing date of the Application into this Assignment if unknown on the date of execution of this Assignment.

Assignor's entire right, title, and interest in and to the above-identified inventions and all improvements and modifications to the above-identified inventions, the Application, any U.S. or foreign patent applications related to the above-identified inventions, any U.S. or foreign patent applications claiming priority to any of the above-referenced patent applications, including any nonprovisional, divisional, continuation, continuation-in-part, reexamination, reissue, extension, substitution, or renewal of any of the above-referenced patent applications, any right to claim priority arising from or required for any of the above-referenced patent applications under any applicable convention, treaty, statute, or regulation, any other right, privilege, or form of protection related to the above-identified inventions or any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, to the full end of the term of the patent, to be held and enjoyed by Assignee as fully and entirely as it would have been held and enjoyed by Assignor, including the right to pursue, collect, and retain damages and any other remedies arising from any past, present, or future infringement of patents granted from the above-referenced patent applications.

ASSIGNOR 1:

Attorney Docket No. 728007 (LCD-2020-PAT-0002-US-NP)

Assignor hereby warrants and covenants that Assignor has not and will not execute any assignment or other instrument in conflict with this Assignment.

Assignor hereby covenants and agrees to perform any reasonable act that may be necessary or desirable to aid Assignee, its successors, legal representatives, and assigns, to obtain, maintain, and enforce protection in the U.S. and foreign countries for the above-identified inventions, above-referenced patent applications, and patents granted therefrom, including signing lawful papers, executing patent applications, making assignments, rightful oaths, and declarations, and testifying in judicial or administrative proceedings.

Assignor and Assignee agree that this nunc pro tunc Assignment may be electronically signed, and that the electronic signatures appearing on this Assignment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

4/25/2022 Date	(Signature) /_	Dylan Broomfild Dylan BROOMFIELD	
ASSIGNOR 2 Date	(Signature) /_	Russel Hugh MARVIN	
ASSIGNOR 3:	(Signature) /_	Matthew HONICKMAN	

Assignor hereby warrants and covenants that Assignor has not and will not execute any assignment or other instrument in conflict with this Assignment.

Assignor hereby covenants and agrees to perform any reasonable act that may be necessary or desirable to aid Assignee, its successors, legal representatives, and assigns, to obtain, maintain, and enforce protection in the U.S. and foreign countries for the above-identified inventions, above-referenced patent applications, and patents granted therefrom, including signing lawful papers, executing patent applications, making assignments, rightful oaths, and declarations, and testifying in judicial or administrative proceedings.

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ASSIGNOR 1:			
Date	(Signature) /_	Dylan BROOMFIELD	/
<u>ASSIGNOR 2</u>			
4/14/2022 Date	(Signature) <u>/</u>	Fussel Hugh Marin	
ASSIGNOR 3:	(Signatura) /		,
Date	(Signature) /	Matthew HONICKMAN	/.

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Assignor hereby warrants and covenants that Assignor has not and will not execute any assignment or other instrument in conflict with this Assignment.

Assignor hereby covenants and agrees to perform any reasonable act that may be necessary or desirable to aid Assignee, its successors, legal representatives, and assigns, to obtain, maintain, and enforce protection in the U.S. and foreign countries for the above-identified inventions, above-referenced patent applications, and patents granted therefrom, including signing lawful papers, executing patent applications, making assignments, rightful oaths, and declarations, and testifying in judicial or administrative proceedings.

Assignor and Assignee agree that this nunc pro tunc Assignment may be electronically signed, and that the electronic signatures appearing on this Assignment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

ACCICNOD 1.

RECORDED: 05/17/2022

ASSIGNOR I:		
Date	(Signature) / Dylan BROOMFIELD	
ASSIGNOR 2		
Date	(Signature) / Russel Hugh MARVIN	
ASSIGNOR 3:		
4/26/2022 Date	(Signature) / Marther Ach Usan- Matthew HONICKMAN	