

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7483345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
M-TRIGEN, INC.	07/01/2021
RECEIVING PARTY DATA	
Name:	M-TRIGEN OPERATING, LLC
Street Address:	5050 WESTWAY PARK BLVD OFFICE #175
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77041
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9470442
Patent Number:	9705389
Patent Number:	10205369
CORRESPONDENCE DATA	
Fax Number:	(866)676-7879
<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>	
Email:	docket@amatongmccoy.com
Correspondent Name:	AMATONG MCCOY LLC
Address Line 1:	801 CONGRESS AVE., SUITE 215
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	GRID-0000
NAME OF SUBMITTER:	ALBERTO Q. AMATONG, JR.
SIGNATURE:	/Alberto Q. Amatong, Jr./
DATE SIGNED:	08/12/2022
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), effective as of July 1, 2021 (the “Effective Date”), is by and between M-Trigen, Inc., a Delaware corporation (“Assignor”) and M-Trigen Operating, LLC, a Delaware limited liability company (“Assignee”) (Assignor and Assignees collectively the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Contribution Agreement (as defined below).

WHEREAS, pursuant to that Contribution Agreement, dated as of July 1, 2021 (together with any amendments thereto, the “Contribution Agreement”), Assignor agreed to assign certain Intellectual Property, to Assignee, including all legal and beneficial right, title and interest of the Assignor in and to all patents and patent applications set forth on Exhibit A hereto (the “Patents”); and (b) all proceeds of and revenues from the foregoing, including all proceeds and revenues from any claims from litigation or otherwise by the Assignor; in each case, under applicable law (the “Assigned Intellectual Property”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the premises and covenants set forth in the Purchase Agreement, the Parties hereby agree as follows:

1. Assignment of Intellectual Property. As of the Effective Date, Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer of, all of Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property, together with all goodwill of the business appurtenant thereto and associated therewith. Assignment of the foregoing shall include (a) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (b) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and to receive all damages, payments, costs and fees associated therewith, all of the foregoing of which that have accrued and are unpaid as of, and/or accruing after, Closing.

2. Further Assurances. The Parties shall use reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary under applicable law or otherwise, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement. The responsibility to file local assignments of Patents with the national offices of any country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

3. Successors. This Assignment is and shall be binding upon, and inure to the benefit of, the respective heirs, successors, assigns, and legal representatives of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States with respect to trademark, patent and copyright

issues, and (b) in all other respects, interpretation and effect, by the laws of the State of Delaware without giving effect to any choice of law or conflict of laws rules or provisions thereof.

5. Conflict. If there is any conflict between the Contribution Agreement and this Assignment, each of the Contribution Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Contribution Agreement shall prevail and control.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

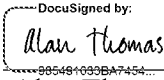
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The Parties intend that this Assignment is for recordation purposes only and nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Contribution Agreement, including the representations, warranties and agreements set forth therein.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

M-TRIGEN, INC.

By: 
Name: Alan Thomas
Title: President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT
REEL: 060795 FRAME: 0467

**ACCEPTED BY:
ASSIGNEE**

M-TRIGEN OPERATING, LLC

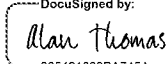
By: 
Name: Alan Thomas
Title: President

EXHIBIT A

Patents

Registered Patents		
Patent Number	Date of Patent	Description
U.S. Patent 9,470,442	October 18, 2016	Power Generation Systems and Method, covering hybrid micro trigeneration
US Patent 9,705,389	July 11, 2017	Power Generation Systems and Method, covering hybrid micro trigeneration
U.S. Patent 10,205,369	February 12, 2019	Power Generation Systems and Method, covering hybrid micro trigeneration
U.S. Patent 10253993	April 29, 2019	Temperature modulated desiccant evaporative cooler and direct evaporative air conditioning systems, methods and apparatus
Patent Applications		
Patent Application Number	Date Application Filed	Description / Title
Canadian Application No. 2855181	June 25, 2014	Power generation system and method
(Canadian Application No. 2970144)	June 9, 2017	Energy Management Apparatus, System and Method (No inventor had assigned this application to the company at the time of our diligence)
U.S. Patent Application No. 15/473,287	March 29, 2017	MTRI-1003 (Patent/Application Family) – Entitled “Energy Handling System, Assembly, and Apparatus, and Method of Using or Assembling Same”
U.S. Application No. 15/587,308	May 4, 2017	MTRI-1004 (Patent/Application Family) – Entitled “Energy System or Apparatus and Method of Energy System or Apparatus Operation or Control”
U.S. Application No. 15/618,362 Canadian Application No. 2,970,144	June 9, 2017	MTRI-1005 (Patent/Application Family) – Entitled “Energy Management Apparatus, System and Method”
U.S. Application No. 15/711,908 PCT Application No. PCT/US17/52778	September 21, 2017	MTRI-1006 (Patent/Application Family) – Entitled “Carbon Capture System, Apparatus, and Method”
U.S. Provisional Application No. 62/596,528	December 8, 2017	MTRI-1010 (Patent/Application Family) – Entitled “Systems, Methods, Apparatus, and Compositions for Carbon Capture and Fertilizer Production”
PCT/US 2018/029642	April 26, 2018	Systems, apparatus and methods for providing thermal balance
PCT/US 2018/029627	April 26, 2017	Methods, systems and apparatus for combined power generation refrigeration and waste heat recovery
16270336	February 7, 2019	Temperature modulated desiccant evaporative cooler and indirect and direct evaporative air conditioning systems, methods and apparatus

PATENT

RECORDED: 08/12/2022

REEL: 060795 FRAME: 0469