PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7522019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ICYBREEZE LLC	09/01/2022

RECEIVING PARTY DATA

Name:	ICYBREEZE COOLING LLC		
Street Address:	218 W. 3RD STREET		
City:	SWEETWATER		
State/Country:	TEXAS		
Postal Code:	79566		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	16703546	
Application Number:	62775079	

CORRESPONDENCE DATA

Fax Number: (214)661-6876

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.

Phone: 2149535758

Email: sborrelliipdocket@jw.com
Correspondent Name: JACKSON WALKER LLP
Address Line 1: SARA K. BORRELLI

Addiess Ellie I. Online I. Online I.

Address Line 2: 2323 ROSS AVENUE, SUITE 600

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	162385.00001 (2OF2)
NAME OF SUBMITTER:	SARA K. BORRELLI
SIGNATURE:	/Sara K. Borrelli/
DATE SIGNED:	09/06/2022

Total Attachments: 4

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PATENT 507475126 REEL: 060994 FRAME: 0688

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made and entered into by and between ICYBREEZE LLC, a Texas limited liability company, with an address at 218 W. 3rd Street, Sweetwater, Texas 79566 ("Assignor") and ICYBREEZE COOLING LLC, a Texas limited liability company, with an address of 218 W. 3rd Street, Sweetwater, Texas 79566 ("Assignee"). Assignor and Assignee may each be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of certain issued patents identified in <u>Exhibit A</u> hereto (collectively, "the Patents"); and

WHEREAS, Assignor wishes to assign its entire right, title, and interest in and to the Patents to Assignee, and Assignee wishes to accept such assignment,

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration previously provided, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, and Assignee does hereby accept, (i) all of Assignor's right, title and interest in, to and under the Patents listed in Exhibit A, including all later-filed applications claiming prior to any of the Patents, all patents which may be granted for any pending applications, and all divisions, reissues, reexaminations, substitutions, continuations, and extensions thereof, free from encumbrances; and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Patents. This assignment is effective as of the date set forth below.
- 2. Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to any and all rights in the Patents conveyed hereunder, including, but not limited to, recordal of this Agreement to reflect Assignee's ownership therein. Assignor will not do or omit to do any act, matter or thing whereby the rights or the assignability of the rights in the Patents may be prejudicially affected. In the event that the validity or effect of the rights in the Patents is challenged on any point on which Assignor has or can procure information or advice which may assist in meeting, defeating or reducing the effect of such challenge, Assignor agrees and undertakes to supply, or procure the supply of, such information or advice without unreasonable delay but subject to the right to charge Assignee out-of-pocket expenses properly and reasonably incurred by Assignor in so doing. Should Assignee be unable to secure the signature on any document necessary for the purposes stated in this Paragraph 2, due to any cause, Assignor hereby irrevocably designates and appoints Assignee and each of its duly authorized officers and agents as Assignor's agent and attorneys to do all lawfully permitted acts for the purposes stated in this Paragraph 2 in respect of the Patents, with the same force and effect as if executed and delivered by Assignor. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.
- 3. <u>Representations and Warranties</u>. Assignor hereby represents and warrants that it is the owner of and has the full right to convey the entire interest herein assigned, and further that it has

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not executed and will not execute any agreement in conflict herewith and that it has not done or omitted and will not do or omit to be done any act, matter or thing whereby the rights in the Patents or the rights granted herein may be challenged or otherwise damaged or eroded.

- 4. <u>Prior Agreements</u>. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.
- 5. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the day and year written below.

ICYBREEZE LLC

By: John Backer 1, 2022

Name: John Brinkman

Title: Authorized Member

ICYBREEZE COOLING LLC

Date: September 1, 2022

Name: John Brinkman

Title: President

EXHIBIT A

TITLE	COUNTRY	SERIAL NO.	FILING DATE	PATENT NUMBER
Golf Cart Rack	U.S.	16/703,546	12/4/2018	11,155,215

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