

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7639925

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHARLES P. MEDLOCK	05/06/2014
RECEIVING PARTY DATA		
Name:	CHILLIT CHILLERS LLC	
Street Address:	2516 INDUSTRIAL PARK DR.	
City:	GOSHEN	
State/Country:	INDIANA	
Postal Code:	46526	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17157754	
CORRESPONDENCE DATA		
Fax Number:		
<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:	3122698000	
Email:	koleary@nge.com, ipusmail@nge.com, twilliams@nge.com	
Correspondent Name:	NEAL, GERBER & EISENBERG LLP	
Address Line 1:	TWO NORTH LASALLE STREET	
Address Line 2:	SUITE 1700	
Address Line 4:	CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	27368.8012 (01US6)	
NAME OF SUBMITTER:	THOMAS E. WILLIAMS	
SIGNATURE:	/Thomas E. Williams/	
DATE SIGNED:	11/10/2022	
Total Attachments: 3		
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INTELLECTUAL PROPERTY ASSIGNMENT TO COMPANY BY OWNER

This AGREEMENT is made as of the 6th day of May, 2014, between Chillit Chillers, LLC, a limited liability company governed by the laws of Indiana (the "Company") and Charles P. Medlock (the "Assignor").

RECITALS

- A. At or after the time of the creation of the Company, the Assignor was the owner of and/or held proprietary rights in relation to intellectual property identified herein and related to the Company's business of developing, manufacturing, marketing, selling and distributing Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) products and chillers and related monitoring devices and programs and controls, together with related equipment parts, supplies, pipe and accessories, currently manufactured or distributed by Company (the "Intellectual Property"), which Intellectual Property was developed in contemplation of being used, either directly or indirectly, by the Company in connection with carrying on the business of the Company.
- B. The parties agree that Intellectual Property includes: all patents, patent applications, trademarks, trade names, copyrights, trade secrets, know-how, and other proprietary intangible information owned by Assignor, related to and relating to the Company, including without limitation: the name "Chillit Chillers" and variations thereof, all computer code, source code, programs, systems, passwords, protocols, software, license rights, diagrams, modeling, and all other technical information relating to controls, remote monitoring, and related activities; all concepts, ideas, and inventions, for saleable remote monitoring products and all diagrams, modeling, and technical information related thereto, whether registered or pending and whether or not protectable by patent, copyright, trademark, or trade secret rights, and including, but not limited to, works of authorship, inventions, discoveries, patentable subject matter, patents, patent applications, industrial models, industrial designs, trade secrets, trade secret rights, works, copyrightable subject matters, copyright rights and registrations, mask works, know-how and show-how, trademarks, trademark applications, trade dress, trade names, domain names, phone and fax numbers, websites, service marks, emblems, logos, insignia and related marks and registrations, specifications, technical manuals and data, libraries, blueprints, drawings, proprietary processes, product information, and development work-in-process including without limitation, US Pat. App. Serial No. 14/094,465 that was filed on Dec. 2, 2013 and entitled CONDUIT MODULE COUPLED WITH HEATING OR COOLING MODULE and all other Intellectual Property described in Schedule 2.1(c) of the Agreement for Purchase and Sale of Assets dated May 6, 2014 between the Company and WaterFurnace International, Inc.
- C. Assignor understands that the Company respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties for which disclosure has not been requested by Company and authorized by such third party. Assignor represents and warrants to the Company that (a) he is not under any pre-existing obligation inconsistent with the terms of this instrument; (b) to the best of his knowledge, the Intellectual Property is his original work, free and clear of any claims or encumbrances of any kind, and, to the best of his knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) his delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations he has to any third party; and (d) he has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has he covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Intellectual Property. The representations and warranties of this paragraph shall survive the date of this instrument.
- D. The Assignor is the exclusive owner of the Company.
- E. The Assignor and the Company agree that the Intellectual Property identified herein was held or owned, in any form or manner whatsoever, by Assignor prior to the creation of the Company and is material to the business of the Company and was intended at all material times by the parties to be assigned by the Assignor to the Company as a necessary condition precedent to the employment of the Assignor by the Company and the success of the Company as a business enterprise.

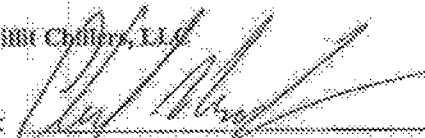
NOW THEREFORE, in consideration of the employment of Assignor by the Company and the equitable and legal benefits that Assignor has derived by owning the Company and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Assignor hereby agree that:

- A. The Assignor acknowledges that in the Assignor's capacity as the sole member of the Company, Assignor has and shall in the future benefit from this assignment of Intellectual Property.
- B. The Assignor hereby sells, assigns and transfers unto the Company, all his right, title and interest, in and to the Intellectual Property referred to herein. To the extent that any such assigned Intellectual Property is not assignable or transferable to the Company ("Non-assignable IP"), the Assignor hereby grants to the Company a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by him in trust for the sole benefit of the Company or its successors and assigns. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as the Company or its successors and assigns shall from time to time direct.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Intellectual Property Assignment to Company by
Owner as of the date first mentioned above.


Charles P. Medlock, in his individual capacity

CHISEL CHAIRS, LLC
By: 
Name: Charles P. Medlock
Title: As Not Member

[Signature Page to Intellectual Property Assignment to Company by Owner]