

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7697253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANTECH INDUSTRIES, LLC	12/01/2022
RECEIVING PARTY DATA	
Name:	AUTO AIR EXPORT, INC.
Street Address:	1401 VALLEY VIEW LANE, SUITE 100
City:	IRVING
State/Country:	TEXAS
Postal Code:	75061
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7325809
Patent Number:	7503103
Patent Number:	7574847
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:	2148557591
Email:	zduffy@munsch.com
Correspondent Name:	WILLIAM ZAC DUFFY
Address Line 1:	500 N. AKARD STREET
Address Line 2:	SUITE 3800
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	015958.18
NAME OF SUBMITTER:	WILLIAM ZAC DUFFY
SIGNATURE:	/William Zac Duffy/
DATE SIGNED:	12/15/2022
Total Attachments: 6	
source=IP Assignment- Santech EXECUTED#page1.tif	
source=IP Assignment- Santech EXECUTED#page2.tif	
source=IP Assignment- Santech EXECUTED#page3.tif	

source=IP Assignment- Santech EXECUTED#page4.tif

source=IP Assignment- Santech EXECUTED#page5.tif

source=IP Assignment- Santech EXECUTED#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), effective as of December 1, 2022 (the “**Effective Date**”), is by and between Santech Industries, LLC, a Delaware limited liability company (“**Assignor**”), and Auto Air Export, Inc., a Texas corporation (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

In consideration of good and valuable consideration as acknowledged by the Parties it is agreed by and between the Parties as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein.

“**Copyrights**” means, collectively, any and all copyright rights, design rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including those listed on Exhibit A to this Agreement.

“**Patents**” means, collectively, all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including any rights to those listed on Exhibit B to this Agreement.

“**Trademarks**” means, collectively, trademarks, trademark applications, service marks, trade names, trade dress, design rights, domain names and other identifiers of origin (including all applications for, or registrations of, each of the foregoing), and the entire goodwill of the business of Assignor, including those as listed on Exhibit C to this Agreement.

“**Assigned Property**” means, collectively, the Copyrights, Patents, and Trademarks as those terms are defined in this Agreement.

ARTICLE II ASSIGNMENT

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, its successors and assigns, any and all of its right, title, and interest in and to the Assigned Property, including without limitation any renewals thereof, any common law rights to such Assigned Property, all goodwill of the business associated therewith and symbolized by the Assigned Property, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

3. **Severability.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision does not affect the validity or enforceability of the other provisions of this Agreement.

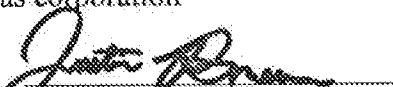
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Santech Industries, LLC,
a Delaware limited liability company

By: 
Name: Justin Brown
Title: Chief Financial Officer

Auto Air Export, Inc.,
a Texas corporation

By: 
Name: Justin Brown
Title: Chief Financial Officer

Signature Page – Intellectual Property Assignment Agreement

Exhibit A - Copvrights

Title	Country	Registration No.	Registration Date	Owner
Master Technichians Series Automotive Air Conditioning Components Catalog.	USA	TX0007051368	6/23/2008	Santech Industries, LLC
Santech ""Master Technicians Series"" automotive air conditioning components catalog : 2006.	USA	TX0006413884	6/27/2006	Santech Industries, LLC
Santech Master Technicians Series : automotive air conditioning components catalog.	USA	CSN0142590 / TX0005840516	2003	Santech Industries, LLC
Santech Master Technicians Series : automotive air conditioning components catalog.	USA	CSN0142590	2004	Santech Industries, LLC
Santech Master Technicians Series : automotive air conditioning components catalog.	USA	CSN0142590 / TX0006143519	1996	Santech Industries, LLC
Santech new product : rapid-seal A/C system repair kits.	USA	TX0005839396	4/7/2003	Santech Industries, LLC
Santech new to our product line : a revolutionary design plate & pad products for the A/C compressor rebuilder.	USA	TX0005839397	4/7/2003	Santech Industries, LLC

Exhibit A – Intellectual Property Assignment Agreement

Exhibit B – Patents

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner
SEAL KIT FOR VEHICLE AIR CONDITIONING SYSTEM AND ASSOCIATED METHODS	USA	10/461,019	6/13/2003	7,325,809	2/5/2008	Santech Industries, LLC
METHOD OF USING A SEAL KIT	USA	11/175,617	7/6/2005	7,503,103	3/17/2009	Santech Industries, LLC
METHOD OF FORMING A SEAL KIT	USA	11/175,618	7/6/2005	7,574,847	8/18/2009	Santech Industries, LLC

Exhibit B – Intellectual Property Assignment Agreement

Exhibit C – Trademarks


Trademark	Country	Filing Date	App. No.	Reg. No	Reg. Date	Status	Owner
MASTER TECHNICIAN SERIES	USA	27-Mar- 2000	76009651	2606111	06-Aug- 2002	Registered (Renewed) Supplement al Register	Santech Industries, LLC
MASTER TECHNICIAN	USA	27-Mar- 2000	76009664	2657743	10-Dec- 2002	Registered (Renewed)	Santech Industries, LLC
MASTER TECHNICIAN SERIES	USA	27-Mar- 2000	76009665	2574679	28-May- 2002	Registered (Renewed) Supplement al Register	Santech Industries, LLC
MASTER TECHNICIAN SERIES	USA	27-Mar- 2000	76010583	2576818	04-Jun- 2002	Registered (Renewed) Supplement al Register	Santech Industries, LLC
MASTERCHEM and Design 	USA	02-Nov- 1999	75838940	2497656	16-Oct- 2001	Registered (Renewed)	Santech Industries, LLC
MASTERCHEM	USA	02-Nov- 1999	75838941	2497657	16-Oct- 2001	Registered (Renewed)	Santech Industries, LLC
SANTECH	USA	21-Oct- 1997	75377194	2325170	07-Mar- 2000	Registered (Renewed)	Santech Industries, LLC
SANTECH	UK	11-Apr- 2000	UK009016042 55	UK00901604 255	05-Jun-2003	Registered (Renewed)	Santech Industries, LLC
SANTECH	UK	07-Feb- 2000	UK009014950 27	UK00901495 027	23-Feb-2001	Registered (Renewed)	Santech Industries, LLC
SANTECH	EU	11-Apr- 2000	1604255	1604255	05-Jun-2003	Registered (Renewed)	Santech Industries, LLC
SANTECH	EU	07-Feb- 2000	1495027	1495027	23-Feb-2001	Registered (Renewed)	Santech Industries, LLC

Exhibit C – Intellectual Property Assignment Agreement

PATENT