

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7885496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PORTABLE COMFORT LLC	12/31/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NETESCO LLC	
<b>Street Address:</b>	11219 NUCKOLS ROAD STE D	
<b>City:</b>	GLEN ALLEN	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	23059	
<b>Name:</b>	JNH CREATIONS LLC	
<b>Street Address:</b>	4416 HICKORY LAKE COURT	
<b>City:</b>	GLEN ALLEN	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	23059	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10761499	
<b>Patent Number:</b>	9989944	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	8045100638	
<b>Email:</b>	chris@threshold.cc	
<b>Correspondent Name:</b>	CHRISTOPHER E. GATEWOOD	
<b>Address Line 1:</b>	1905 HUGUENOT ROAD SUITE 200	
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23235	
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER E. GATEWOOD	
<b>SIGNATURE:</b>	/Christopher E. Gatewood/	
<b>DATE SIGNED:</b>	04/05/2023	
<b>Total Attachments: 3</b>		

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**PATENT**

**REEL: 063228 FRAME: 0350**

### Patent Assignment

This United States Patent Assignment ("Assignment") is made by Portable Comfort LLC, a Virginia limited liability company (the "Assignor"), as of December 31, 2022.

Whereas, Assignor is the owners of the Patents listed below (the "Patents");

TEMPERATURE CONTROL VOTING SYSTEM  
U.S. Patent No. US 10,761,499 B2, issued Sept. 1, 2020

TEMPERATURE CONTROL VOTING SYSTEM  
U.S. Patent No. US 9,989,944 B2, issued June 5, 2018

Whereas, NetESCO LLC and JNH Creations LLC, each of them Virginia limited liability companies (hereinafter referred to as "Assignees"), desire jointly to acquire the entire right, title and interest in and to the Patents and inventions therein disclosed and claimed (collectively, the "Patents and inventions"); and

Whereas, Assignor owns the entire right, title and interest in and to the Patents and inventions, and whereas Assignor has the unrestricted right to sell, assign and transfer such Patents and inventions.

### Assignment

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and convey unto Assignees and the successors and assigns of each of them the Assignor's entire right, title and interest in and to the Patents and inventions and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and all related applications and in all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted from the Patents and inventions, for the full term for which the letters patent, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made.

2. Assignor also hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns the right to sue for any and all infringement of the Patents occurring prior to the date of this Assignment.

3. Assignor covenants and agrees, on its own behalf and on behalf of its successors and assigns, without further compensation, to promptly at any time upon the request of either Assignee or its successors and assigns, to provide such further information and execute such further assignments and documents and do all lawful acts with respect to the Patents and inventions that may be necessary or desirable to perfect title in either of both of the Assignees, successors or assigns, and to assist in obtaining patents relating to the Patents and inventions, or in any interference proceedings or for any divisions, continuations or continuation-in-part or other patent applications relating to or having a right of priority to the Patents and inventions.

4. Assignees as joint owners of the Patents and Inventions will each have the right to make, use, offer to sell, and sell the patented inventions within the United States, or to import the patented inventions into the United States, without the consent of and without accounting to each other.

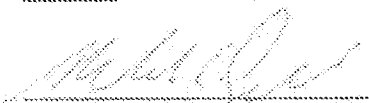
5. Assignees as joint owners of the Patents and Inventions equally will share the responsibility and costs of tracking, scheduling, filing, and payment of maintenance fees with respect to the above-listed patents. Neither Assignee shall have any recourse against the other in the event of any unequal payment or expense, or in the event of any failure to pay maintenance fees or attend to other administrative or legal matters relating to the Patents and Inventions.

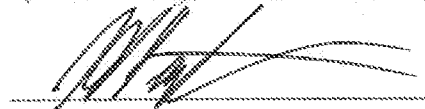
6. Any purportedly exclusive license to the Patents and Inventions or to any aspect or component of them shall be void without the authorized signature of both Assignees. Otherwise, absent another, later, written agreement to the contrary, either Assignee shall have the ability to license the Patents and Inventions on a non-exclusive basis, and each Assignee will bear its own transactional costs and receive all proceeds from any such non-exclusive license(s) that it may grant with respect to the Patents and Inventions.

7. Assignor warrants and represents to Assignees that Assignor has full and unencumbered legal and equitable title to the Patents and Inventions and has not granted any rights in the Patents and Inventions to any other person, firm, corporation, or entity.


Witness the following signatures, made as of the date(s) set forth.

Assignor: Portable Comfort LLC

  
by Michael Scelzi, Member and Manager

  
by John Henneberger, Member and Manager

Assignee: NetESCO LLC

  
by Michael Scelzi, Member and Manager

Assignee: JNH Creations LLC



4. Assignees as joint owners of the Patents and Inventions will each have the right to make, use, offer to sell, and sell the patented Inventions within the United States, or to import the patented inventions into the United States, without the consent of and without accounting to each other.

5. Assignees as joint owners of the Patents and Inventions equally will share the responsibility and costs of tracking, scheduling, filing, and payment of maintenance fees with respect to the above-listed patents. Neither Assignee shall have any recourse against the other in the event of any unequal payment or expense, or in the event of any failure to pay maintenance fees or attend to other administrative or legal matters relating to the Patents and Inventions.

6. Any purportedly exclusive license to the Patents and Inventions or to any aspect or component of them shall be void without the authorized signature of both Assignees. Otherwise, absent another, later, written agreement to the contrary, either Assignee shall have the ability to license the Patents and Inventions on a non-exclusive basis, and each Assignee will bear its own transactional costs and receive all proceeds from any such non-exclusive license(s) that it may grant with respect to the Patents and Inventions.

7. Assignor warrants and represents to Assignees that Assignor has full and unencumbered legal and equitable title to the Patents and Inventions and has not granted any rights in the Patents and Inventions to any other person, firm, corporation, or entity.

Witness the following signatures, made as of the date(s) set forth.

Assignor: Portable Comfort LLC

  
by Michael Scold, Member and Manager

  
by John Hennricher, Member and Manager

Assignee: NetESCO LLC

  
by Michael Scold, Member and Manager

Assignee: BSH Corporation LLC

  
by John Hennricher, Member and Manager