

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7907594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL FOG, INC.	04/07/2023
RECEIVING PARTY DATA	
Name:	MARSOL TECHNOLOGIES, INC.
Street Address:	14331 SPENCER RD. (FM 529)
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77095
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8308082
Patent Number:	9463342
CORRESPONDENCE DATA	
Fax Number:	(866)707-7596
<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:	7138029144
Email:	achu@craftchu.com
Correspondent Name:	ANDREW W. CHU
Address Line 1:	1204 HEIGHTS BLVD
Address Line 2:	CRAFT CHU PLLC
Address Line 4:	HOUSTON, TEXAS 77008
ATTORNEY DOCKET NUMBER:	685/015.016
NAME OF SUBMITTER:	ANDREW W. CHU
SIGNATURE:	/Andrew W. Chu/
DATE SIGNED:	04/18/2023
Total Attachments: 5	
source=685015016asgn1#page1.tif	
source=685015016asgn1#page2.tif	
source=685015016asgn1#page3.tif	
source=685015016asgn1#page4.tif	

BILL OF SALE AND ASSIGNMENT

THIS **BILL OF SALE AND ASSIGNMENT** (this "Bill of Sale") is made effective as of April 7, 2023, by **INTERNATIONAL FOG, INC.**, a Washington corporation ("Seller"), with Seller's address being 911 Main St, STE 330, Vancouver, WA 98660, in favor of **MARSOL TECHNOLOGIES, INC.**, a Texas corporation ("Buyer"), with Buyer's address being 14331 Spencer Rd. (FM-529), Houston, TX 77095.

W I T N E S S E T H:

Personal Property

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally, grant, bargain, sell, transfer, set over, assign, convey and deliver to Buyer all of the items of personal property, inventory and equipment listed on Exhibit "A" attached hereto owned by Seller and used in connection with the operation of the Seller's business (the Business") together with other items of personal property, inventory and equipment not listed on Exhibit "A" attached hereto, but are used almost exclusively in the operation of the Business (collectively, the "personal Property".

TO HAVE AND TO HOLD the Personal Property unto Buyer, together with Buyer's successors and assigns, forever; and Seller does hereby bind Seller, together with Seller's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular Personal Property unto Buyer, together with Buyer's successors and assigns, **FOREVER**, whomever lawfully claiming or to claim the same or any part thereof, subject, however, to personal property taxes for 2023 which shall be prorated as of the date hereof based upon 2022 valuations.

Seller represents and warrants to Buyer that (a) Seller has good and marketable title to the Personal Property (and each item of the Personal Property), and (b) the Personal Property (and each item of the Personal Property) is owned by Seller free and clear of any and all encumbrances, security interests, liens, charges, claims, restrictions or limitations of any kind or character whatsoever.

SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE, OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE OF WASHINGTON.

Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, Seller will, at the request of Buyer and without further consideration, promptly take such further action and execute and deliver such assignments, bills of sale, certificates of title, consents, or other similar instruments as Buyer may reasonably deem necessary to complete the transfer of the title or possession of the Personal Property to, or vest them in, Buyer.

Seller hereby irrevocably assign and transfer to Buyer any and all right, title and interest Seller has or may have in and to the "Business Intellectual Property" (including the patents listed on Exhibit "A" attached hereto) and any "Intellectual Property Rights" related thereto, as each such term is defined in that certain Asset Purchase Agreement of even date herewith by and among Saller, Buyer, Bryan Hunter and the AJVJP Trust. Said assignment includes the right to all income from the sale, license or publication of the Intellectual Property. Specifically, Buyer is granted the right to sue for infringement of the Intellectual Property or Intellectual Property Rights anywhere in the world and is granted the right to recover damages for any past infringement of said Intellectual Property or Intellectual Property Rights, and to recover and retain any monies paid or received as a result of such infringement.

Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, Seller will, at the request of Buyer and without further consideration, promptly take such further action and execute and deliver such assignments, bills of sale, certificates of title, consents, or other similar instruments as Buyer may reasonably deem necessary to complete the transfer of the title or possession of the Personal Property and Intellectual Property Rights to, or vest them in, Buyer.

This Bill of Sale shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Texas.

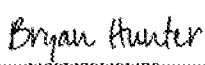
This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Bill of Sale or the terms of this Bill of Sale to produce or account for more than one of such counterparts. Delivery of an executed counterpart of a signature page of this Bill of Sale by email via PDF shall be effective as delivery of a manually executed counterpart of this Bill of Sale.

EXECUTED effective as of April 7, 2023.

SELLER:

INTERNATIONAL FOG, INC.

DocuSigned by:

By: 

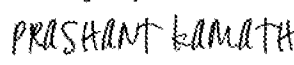
Name: Bryan Hunter

Title: Authorized Signatory, Manager

BUYER:

MARSOL TECHNOLOGIES, INC.

DocuSigned by:

By: 

Name: Prashant Kamath

Title: Managing Director

EXHIBIT "A"

PERSONAL PROPERTY AND INTELLECTUAL PROPERTY

Asset name	Asset Description	Count
Patent	US 8,308,082 B2 Nov 12 2012	1
Patent	US 9,463,342 B2 Oct 11, 2016	1
Patent	US 2006/0049276 A1 Mar 9, 2006	1
Patent	US 2007/0181712 A1 Aug 9, 2007	1
1.5" Screens	Filter Screens for IFI nozzles	26
0.5" Screen	Filter Screens for IFI nozzles	100
7.3 A Rotors	IFI Hardware	13
10.2 A Rotors	IFI Hardware	22
9.0 D Rotors	IFI Hardware	16
Bases	IFI Hardware	57
Heads	IFI Hardware	57
Flight Line	IFI Nozzle	6
First Attack	IFI Nozzle	3
1/2 Inch Rotor	IFI Hardware	12
1/2 Inch Cap	IFI Hardware	12
1/2 Inch Base	IFI Hardware	12
Manhole Nozzle	IFI Nozzle	30
FM Approval	RC150A	1
FM Approval	RC150D	1
FM Approval	RC150A-7.3	1
FM Approval	RC050	1
website	Domain	1
designs	First Attack nozzle	1
designs	Interior Fire Attack Nozzle	1
designs	IFI Hurricane	1
designs	IFI Flightline	1
Design Tool	Excel Spread sheet for calculating k-factor	1
designs	RC150A	1
designs	RC150D	1
designs	RC150A-7.3	1
designs	RC050	1
QC	Quality control documents and tools	1
Designs	Scaled design drawings	21
MISC	Marketing and research documentation	NA
MISC	Prototype Samples	25

PATENT

RECORDED: 04/18/2023

REEL: 063365 FRAME: 0053