

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/07/2023
<b>RESUBMIT DOCUMENT ID:</b>	507912128
<b>SEQUENCE:</b>	4

## CONVEYING PARTY DATA

Name	Execution Date
STEVE MUSHNICK	04/10/2023
TPHD INNOVATIONS, LLC	04/10/2023
HM DISCOVERIES, LLC	04/10/2023
STEVE MUSHNICK, ON BEHALF OF HM DISCOVERIES, LLC	04/10/2023

## RECEIVING PARTY DATA

<b>Name:</b>	SWEET HEAT, INC.
<b>Street Address:</b>	9019 OSO AVENUE
<b>Internal Address:</b>	SUITE C
<b>City:</b>	CHATSWORTH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91311

## PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	62239111
Application Number:	29541876
Application Number:	15284875
Application Number:	29775887
Application Number:	29798721

## CORRESPONDENCE DATA

**Fax Number:** (312)464-3111

*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:** 3124643100

**Email:** chpatent@loeb.com, LPELLOT@LOEB.COM

**Correspondent Name:** LOEB & LOEB LLP

**Address Line 1:** 321 N. CLARK STREET


**Address Line 2:** SUITE 2300

PATENT

<b>Address Line 4:</b> CHICAGO, ILLINOIS 60654	
<b>ATTORNEY DOCKET NUMBER:</b>	241542-10002
<b>NAME OF SUBMITTER:</b>	WILLIAM J. VOLLER III
<b>SIGNATURE:</b>	/William J. Voller III/
<b>DATE SIGNED:</b>	08/18/2023
<b>Total Attachments: 10</b> source=Sweet Heat#page1.tif source=Sweet Heat#page2.tif source=Sweet Heat#page3.tif source=Sweet Heat#page4.tif source=Sweet Heat#page5.tif source=Sweet Heat#page6.tif source=Sweet Heat#page7.tif source=Sweet Heat#page8.tif source=Sweet Heat#page9.tif source=Sweet Heat#page10.tif	

April 10, 2023

NUNC PRO TUNC AMENDED AND RESTATED IP ASSIGNMENT AGREEMENT

 This Nunc Pro Tunc Amended and Restated IP Assignment Agreement ("Agreement"), dated ~~March 14, 2023~~ and effective as of February 7, 2023 (the "Effective Date"), is made by and between Steve Mushnick, an individual residing at 3932 Mercury Circle, Gulf Shores, AL 36542 ("Mushnick"), on behalf of himself and on behalf of HM Discoveries (defined below), TPHD Innovations, LLC, a California Limited Liability Company having its primary place of business at 27758 Santa Margarita Pkwy #571, Mission Viejo, California 92691 ("TPHD"), HM Discoveries, LLC, a dissolved California limited liability company that previously had its primary place of business at 27758 Santa Margarita Pkwy #571, Mission Viejo, California 92691 ("HM Discoveries," and together with Mushnick and TPHD, the "Assignors" and individually, an "Assignor"), and Sweet Heat, Inc., a California corporation having a place of business at 9019 Oso Avenue, Suite C, Chatsworth, CA 91311 ("Assignee"). Each of the Assignors and Assignee are the "Parties" and individually are each a "Party".

WHEREAS, TPHD and HM Discoveries previously entered into separate certain Assignments with Assignee, each dated February 7, 2023 regarding certain intellectual property and technology (the "2023 Assignments"), which were recorded at the U.S. Patent and Trademark Office ("PTO") at Reel-Frame No. 062620-0964;

WHEREAS, Assignors and Assignee desire to clarify certain statements made in the 2023 Assignments, to add Mushnick as a party to the 2023 Assignments and to otherwise amend and restate the 2023 Assignment by way of this single Agreement;

WHEREAS, HM Discoveries was dissolved in 2019 and a Certification of Cancellation Limited Liability Company (LLC) was filed with the Secretary of State for the State of California on July 8, 2019 (the "Date of Dissolution");

WHEREAS, Mushnick was, at all times from the date of formation of HM Discoveries to the Date of Dissolution of HM Discoveries, a Member and Manager of HM Discoveries;

WHEREAS, TPHD is the owner of both the subject matter (collectively, the "Invention") that is described in and claimed in that certain U.S. Patent Provisional Application entitled "Adjustable Heat Reflectors," having application number 62/239,111 and filed with the PTO on October 8, 2015 (the "Provisional Application"), that certain U.S. Design Patent Application entitled "Heat Reflector," having application number 29/541,876 and also filed with the PTO on October 8, 2015 (the "2015 Design Application"), that certain U.S. Patent Application, entitled "Adjustable Heat Reflector" having application number 15/284,873, and filed with the PTO on October 4, 2016 (the "Nonprovisional Application"), that certain U.S. Design patent Application entitled "Heat Reflecting Panel," having application number 29/775,887, and filed with the PTO on March 25, 2021 (the "887 Design Application"), that certain U.S. Design patent Application entitled "Heat Reflecting Panel," having application number 29/798,721, and filed with the PTO on July 9, 2021 (the "721 Design Application" and together with the Provisional Application, the 2015 Design Application, the Nonprovisional Application, and the 887 Design Application, the "Patent Applications");

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WHEREAS, at least TPHD owns or purports to own certain copyrights, experimental data, trade secrets, and know-how related to the Invention (collectively, “Invention-Related Technology,” and together with the Invention and the Patent Applications, the “Heat Reflector IP”);

WHEREAS, Mushnick and HM Discoveries have entered into that certain *Nunc Pro Tunc* IP Agreement of even date herewith (the “2016 Assignment”);

WHEREAS, HM Discoveries and Mushnick previously entered into that certain Assignment dated September 29, 2020 and recorded with the PTO at Reel-Frame No. 053929-0279 (the “2020 Assignment”);

WHEREAS, HM Discoveries and Mushnick have entered into that certain *Nunc Pro Tunc* Amended and Restated IP Assignment Agreement of even date herewith (the “Corrected 2020 Assignment”);

WHEREAS, Mushnick and TPHD previously entered into that certain Assignment dated July 22, 2021 and recorded with the PTO at Reel-Frame No. 057256-0820 (the “2021 Assignment”);

WHEREAS, Mushnick and TPHD have entered into that certain *Nunc Pro Tunc* Amended and Restated IP Assignment Agreement of even date herewith (the “Corrected 2021 Assignment,” and together with the 2016 Assignment, the 2020 Assignment, the Corrected 2020 Assignment, the 2021 Assignment, and the 2023 Assignments, the “Mushnick Assignments”).

WHEREAS, each of the Mushnick Assignments concern at least some of concerning at least some of the subject matter hereof;

WHEREAS, the Parties desire to memorialize and confirm, among other things, that Assignee was, as of the Effective Date, the owner of all right, title and interest in and to all Heat Reflector IP and all other patent, trademark, trade dress, design, copyright, trade secret or other intellectual property rights, including rights to experimental data any Assignor may own or purport to own related to the Heat Reflector IP (collectively, the “Transferred IP”);

WHEREAS, the Assignors are obligated under the 2023 Assignments to sign all lawful papers (including this Agreement) and generally do everything possible to assist Assignee obtain and perfect title in and to the Transferred IP;

NOW THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. As of the Effective Date, each Assignor does hereby irrevocably and unconditionally assign, convey and transfer to Assignee all right, title, and interest in, to and under:
  - (a) the Transferred IP;

- (b) any patents issuing on any applications included in the Transferred IP and all reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the patents within the Transferred IP and all foreign counterparts relating to any of the foregoing, including, without limitation, all Patent Cooperation Treaty applications, all nationalizations, extensions, nationalizations, all certificates of invention, utility models and other governmental grants or issuances and any patents and patent applications that claim priority from any of the foregoing;
- (c) the right to claim priority to or from the Patent Applications or any other Transferred IP under the terms of any applicable domestic or international law, convention, treaty, and/or arrangement including the International Convention for the Protection of Industrial Property (i.e., the Paris Convention), the Patent Cooperation Treaty, and the European Patent Convention;
- (d) all causes of action (whether known or unknown or whether pending, filed, or otherwise) and other enforcement rights (including the right to sue, counterclaim, and recover) under, or on account of, the Transferred IP, including, without limitation, for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and
- (e) all rights to collect royalties or other payments under or on account of the Transferred IP due or payable on or after the Effective Date, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, including all rights therein provided by international conventions and treaties.

2. Representations and Warranties of Assignor.

- (a) Each Assignor hereby represents and warrants as of the Effective Date and as of the date of this Agreement as follows:
  - (i) Authority. Each Assignor has the power and authority to execute and deliver this Agreement. Mushnick has the full corporate power and authority to execute and deliver this Agreement on behalf of HM Discoveries. This Agreement has been duly executed and delivered and will constitute, the legal, valid and binding obligations of each Assignor, enforceable against each such Assignor in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).
  - (ii) Ownership of HM Discoveries.

- (A) At all times from the date of the HM Discoveries' formation and filing of its articles of organization with the state of California through September 4, 2015 (the "Dual Ownership Period"), Mushnick and Nghi Hoang ("Hoang") were the record owners of and had good and valid title to all of the issued and outstanding membership interests of the HM Discoveries (the "Membership Interests"), free and clear of all charges, claims, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any licenses, covenants not to sue, co-existence arrangements or agreements, restrictions on use, voting, transfer, receipt of income or exercise of any other attribute of ownership ("Encumbrances"). During such Dual Ownership Period, Mushnick owned 50% of the Membership Interests and Hoang owned the other 50% of the Membership Interests. Hoang sold, assigned and transferred to Mushnick all of Hoang's Membership Interests and any intellectual property rights held by Hoang that related to the business of Assignor. At all times since September 4, 2015 through the Date of Dissolution (the "Sole Ownership Period"), Mushnick was the record owner of and had good and valid title to all of the issued and outstanding Membership Interests free and clear of all Encumbrances.
- (B) During the Dual Ownership Period, the Membership Interest owned by Mushnick and Hoang: (I) constituted 100% of the total issued and outstanding membership interests in HM Discoveries and other than the Membership Interests there were no other issued and outstanding equity interests in HM Discoveries; (II) were duly authorized and validly issued, fully-paid and non-assessable, (III) were issued in compliance with applicable laws, (IV) were not issued in violation of the organizational documents of HM Discoveries or any other agreement, arrangement, or commitment to which Mushnick, Hoang or HM Discoveries were a party, and (V) were not subject to or in violation of any preemptive or similar rights of any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity ("Person"). During the Sole Ownership Period, the Membership Interests owned by Mushnick: (I) constituted 100% of the total issued and outstanding membership interests in HM Discoveries and other than the Membership Interests there were no other issued and outstanding equity interests in HM Discoveries; (II) were duly authorized and validly issued, fully-paid and non-assessable, (III) were issued in compliance with applicable laws, (IV) were not issued in violation of the organizational documents of HM Discoveries or any other agreement, arrangement, or commitment to which Mushnick or

HM Discoveries were a party, and (V) were not subject to or in violation of any preemptive or similar rights of any Person.

(C) During the Dual Ownership Period, there were no (I) outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any membership interests (including the Membership Interests) or other equity interests in HM Discoveries or obligating Mushnick, Hoang or HM Discoveries to issue or sell any membership interests (including the Membership Interests), or any other interest, in HM Discoveries; (II) outstanding or authorized equity appreciation, profit participation, phantom equity or similar equity-based rights with respect to HM Discoveries, or (III) voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests. During the Sole Ownership Period, there were no (I) outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any membership interests (including the Membership Interests) or other equity interests in HM Discoveries or obligating Mushnick or HM Discoveries to issue or sell any membership interests (including the Membership Interests), or any other interest, in HM Discoveries; (II) outstanding or authorized equity appreciation, profit participation, phantom equity or similar equity-based rights with respect to HM Discoveries, or (III) voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

- (iii) No Conflict. This Agreement does not conflict with any obligations any of the Assignors has to any Person. The execution and delivery of this Agreement, the performance of the transactions contemplated hereby and the fulfillment of the terms hereof will not conflict with, result in any breach of its articles of incorporation or bylaws or any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under any indenture, contract, agreement, mortgage, deed of trust, or other instrument to which any Assignor is a party or by which any such Assignor or any of the Transferred IP is bound.
- (iv) No Other Patents. The Patent Applications comprise all of the patent rights within the Transferred IP.
- (v) Encumbrances. Other than the Mushnick Assignments, no Assignor has granted or agreed to grant any option or right to any Person to purchase any Transferred IP. None of the Transferred IP is subject to any restrictions on transfer or licensing.

- (vi) Protection of Transferred IP. Each Assignor has taken commercially reasonable steps to protect and to maintain the confidentiality of all information within the Transferred IP.
  - (vii) No Standards Commitments. No Assignor has participated in and no Assignor is currently participating in any standards body whose activities include developing and promulgating formal technical specifications or standards ("Standards Body") that relate to the Transferred IP. No Assignor has entered into an agreement with any such Standards Body regarding the Transferred IP.
- (b) Each Assignor hereby represents and warrants as of the Effective Date as follows:
  - (i) Title. One of the Assignors is the sole and exclusive legal and beneficial owner of all right, title and interest in, to and under the Transferred IP, in each case free and clear of any and all liens and encumbrances, including any mortgages, security interests, rights of first refusal, restrictions on transfer, licenses, covenants not to sue and co-existence agreements. All Transferred IP will be owned by the Assignee as of the Effective Date. One of the Assignor's has the exclusive unrestricted right to sue for past, present and future infringement of the Transferred IP.
  - (ii) Validity. The Transferred IP, with the exception of the Provisional Application and the Design Application, is subsisting, valid and enforceable. Prior to the expiration and/or lapse of the Provisional Application and the Design Application, the Provisional Application and Design Application were subsisting, valid and enforceable.
- 3. Representations and Warranties of Assignee. Assignee hereby represents and warrants as of the Effective Date and as of the date of this Agreement as follows:
  - (a) Authority. Assignee has the full corporate power and authority to execute and deliver this Agreement on behalf of Assignee. This Agreement has been duly executed and delivered and will constitute, the legal, valid and binding obligations of Assignee, enforceable against such Assignee in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).
- 4. Transfer of Invention-Related Technology Materials. Each Assignor shall exercise commercially reasonable efforts to identify and deliver to Assignee copies of the Invention-Related Technology within fifteen (15) days of the date of this Agreement. To the extent that any Invention-Related Technology is not in tangible form or is otherwise not capable of being copied, Mushnick shall so advise Assignee and the Parties shall, in good faith, establish a method for disclosure of such Invention-Related Technology.



5. Release. Each Assignor, on behalf of itself and its affiliates, successors and assigns (each Assignor, collectively with all such other Persons, each individually a “Releasor” and collectively, the “Releasors”), hereby unconditionally releases, acquits and forever discharges the Assignee and its affiliates, successors, assigns, legal counsel, past, present and future partners, stockholders, members, owners, principals, officers, directors, managers, employees, and other representatives, in their capacities as such (each, a “Releasee”), of and from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements (other than this Agreement), and liabilities, which such Releasor ever had, now has or may in the future have on or by reason of any matter or cause whatsoever involving the Assignee, the Membership Interests, and the Transferred IP with respect to the periods on or prior to the date of this Agreement (the “Released Claims”). Each Assignor hereby represents and warrants on behalf of itself and each of its Releasors that each Assignor has not, and none of its Releasors has, assigned or otherwise transferred any right or interest in or to any of the Released Claims. Each Assignor on behalf of itself and its Releasors, hereby irrevocably covenants to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced, or participating, assisting or cooperating in, assisting and/or soliciting any other Person to institute, any proceeding of any kind against any Releasee, based upon any Released Claim, except as required by applicable Law.

6. General Provisions.

- (a) Further Assurances/Cooperation. Each Assignor agrees to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to memorialize and perfect Assignee’s or any of its successors’ right, title and interest throughout the world in all Transferred IP and, at Assignee’s or its successors’ sole expense, assist Assignee or its successors as reasonably necessary in perfecting such right, title and interest in Assignee or its successors.
- (b) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective as of the Effective Date when one or more counterparts have been signed by each of the Parties and delivered to the other Party.
- (c) Governing Law and Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California. All disputes arising hereunder shall be adjudicated in the state and federal courts located within the Los Angeles County, California.
- (d) Assignment. The Parties’ rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns. None of the Assignors may assign this Agreement or any of their obligations hereunder without the prior written consent of the Assignee, which consent may be withheld in the Assignee’s sole discretion,

and any such purported assignment without consent shall be null and void from the beginning. Each Assignor agrees that the Assignee may freely assign or otherwise transfer this Agreement to any affiliate or successor in interest (whether by way of merger, sale, acquisition or corporate re-organization or any substantially similar process) of the Assignee.

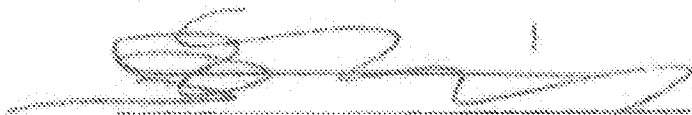
- (e) Merger. This Agreement constitutes the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, whether oral or written, relating to its subject matter.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by its duly authorized signatory, each as of the date hereof but effective as of the Effective Date.


ASSIGNORS:

STEVE MUSHNICK, on behalf of himself

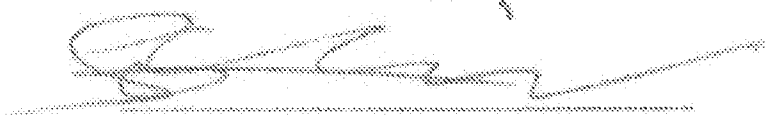
  
Steve Mushnick 4/10/23

ASSIGNEE:

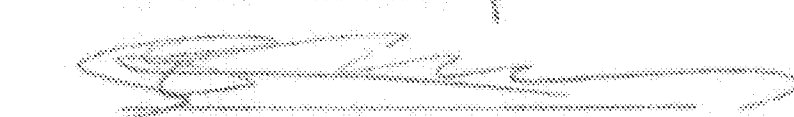
SWEET HEAT, INC.

 04/10/2023  
Name: David Arthur Dadgar  
Title: President


TPHD INNOVATIONS, LLC

  
Name: Steve Mushnick  
Title: Member-Manager 4/10/23

HM DISCOVERIES, LLC

  
Name: Steve Mushnick  
Title: Member-Manager 4/10/23

STEVE MUSHNICK, on behalf of HM  
DISCOVERIES, LLC

  
Steve Mushnick 4/10/23