

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8122087

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/04/2016
RESUBMIT DOCUMENT ID:	507912071
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
STEVE MUSHNICK	04/10/2023

RECEIVING PARTY DATA

Name:	HM DISCOVERIES, LLC
Street Address:	27758 SANTA MARGARITA PKWY#571
City:	MISSION VIEJO
State/Country:	CALIFORNIA
Postal Code:	92691
Name:	STEVE MUSHNICK, ON BEHALF OF HM DISCOVERIES, LLC
Street Address:	27758 SANTA MARGARITA PKWY#571
City:	MISSION VIEJO
State/Country:	CALIFORNIA
Postal Code:	92691

PROPERTY NUMBERS Total: 3

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

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.

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ATTORNEY DOCKET NUMBER:	241542-10002
NAME OF SUBMITTER:	WILLIAM J. VOLLER III
SIGNATURE:	/William J. Voller III/
DATE SIGNED:	08/18/2023

Total Attachments: 8

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NUNC PRO TUNC IP ASSIGNMENT AGREEMENT

April 10, 2023

SM

This *Nunc Pro Tunc* IP Assignment Agreement ("Agreement"), dated ~~March 11, 2022~~ and effective as of October 4, 2016 (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 Assignee (defined below) and IIM 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 ("Assignee," and together with the Mushnick, the "Parties").

WHEREAS, Assignee 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 formation of Assignee to the Date of Dissolution of Assignee, a Member-Manager of Assignee;

WHEREAS, Mushnick is the sole inventor of the inventions (collectively, the "Invention") set out, described, and/or claimed in that certain U.S. Patent Provisional Application entitled "Adjustable Heat Reflectors," having application number 62/239,111 and filed with the U.S. Patent and Trademark Office ("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 "Design Application"), and that certain U.S. Patent Application, entitled "Adjustable Heat Reflector" having application number 15/284,875, and filed with the PTO on October 4, 2016 (the "Nonprovisional Application," and together with the Provisional Application and the Design Application, the "Patent Applications");

WHEREAS, prior to the Date of Dissolution, Mushnick authored, conceived, reduced to practice, created, and otherwise developed ("Developed") certain copyrights, experimental data, trade secrets, and know-how related to the Invention (collectively, "Invention-Related Technology," and collectively, with the Invention and the Patent Applications, the "Transferred IP");

WHEREAS, the Parties previously represented to the PTO that Assignee was the owner by way of an assignment of the Patent Applications as of the filing date of the Nonprovisional Patent Application;

WHEREAS, on September 20, 2020, Assignee assigned the entire right, title and interest in and to the Transferred IP back to Mushnick and the PTO recorded that assignment (the "Assignment Back") in Reel-Frame Number 053929-0279;

WHEREAS, the Parties are entering into that certain *Nunc Pro Tunc* Amended and Restated IP Assignment Agreement of even date herewith to clarify the Assignment Back (the "Corrective Assignment Back");

WHEREAS, Mushnick desires to memorialize and confirm, among other things, that Assignee was, at least as early as of the Effective Date, the owner of all right, title and interest in and to all Transferred IP, including Invention-Related Technology Developed after the Effective Date but prior to the Date of Dissolution;

WHEREAS, Assignee and Sweet Heat, Inc. ("Sweet Heat"), a California corporation having a place of business at 9019 Oso Avenue, Suite C, Chatsworth, CA 91311, are parties to that certain Assignment, dated February 7, 2023 regarding certain intellectual property and technology (the "2023 Assignment"), which was recorded at the PTO at Reel-Frame No. 062620-0964;

WHEREAS, the Parties are obligated under the 2023 Assignment to sign all lawful papers (including this Agreement) and generally do everything possible to assist Sweet Heat 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 and without adversely affecting the scope or validity of the Assignment Back or the Corrective Assignment Back, Mushnick does hereby irrevocably and unconditionally assign, convey and transfer to Assignee all right, title, and interest in, to and under:
 - (a) the Transferred IP, including Invention-Related Technology Developed after the Effective Date but prior to the Date of Dissolution;
 - (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 Mushnick if this Assignment had not been made, including all rights therein provided by international conventions and treaties.

2. Representations and Warranties of Mushnick.

- (a) Mushnick hereby represents and warrants as of the Effective Date and as of the date of this Agreement as follows:
 - (a) Authority. Mushnick has the power and authority to execute and deliver this Agreement. This Agreement has been duly executed and delivered and will constitute, the legal, valid and binding obligations of Assignor, enforceable against 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).
- (b) Mushnick hereby represents and warrants as of the Effective Date as follows
 - (i) Title. Mushnick 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 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"). All Transferred IP will be owned by the Assignee as of the Effective Date. Mushnick has not granted or agreed to grant any option or right to any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity ("Person") to purchase any Transferred IP. None of the Transferred IP is subject to any restrictions on transfer or licensing. Mushnick has not received any notice or claim challenging Mushnick's exclusive ownership of the Transferred IP or suggesting that any Person other than Mushnick has any claim of legal or beneficial ownership with respect thereto. Mushnick has the exclusive unrestricted right to sue for past, present and future infringement of the Transferred IP.
 - (ii) Protection of Transferred IP. Mushnick has taken commercially reasonable steps to protect the Transferred IP and to maintain the

confidentiality of all information within the Invention-Related Technology.

- (iii) Validity. The Transferred IP is subsisting, valid and enforceable.
- (iv) No Standards Commitments. Mushnick has not participated in and is not 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. Mushnick has not entered into an agreement with any such Standards Body regarding the Transferred IP.
- (v) No Conflict. This Agreement does not conflict with any obligations Mushnick 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 Mushnick is a party or by which it or any of the Transferred IP is bound.

3. Representations and Warranties of Assignee. Assignee and Mushnick hereby represent and warrant 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 enter into and deliver this Agreement. Mushnick 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).
- (b) Ownership.
 - (i) At all times from the date of the Assignee's 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 Assignee (the "Membership Interests"), free and clear of all 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 Assignee. At all times from 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 Membership Interests), free and clear of all Encumbrances.

- (ii) During the Dual Ownership Period, the Membership Interests owned by Mushnick and Hoang: (A) constituted 100% of the total issued and outstanding membership interests in the Assignee and other than the Membership Interests there were no other issued and outstanding equity interests in the Assignee; (B) were duly authorized and validly issued, fully-paid and non-assessable, (C) were issued in compliance with applicable laws, (D) were not issued in violation of the organizational documents of the Assignee or any other agreement, arrangement, or commitment to which Mushnick, Hoang or the Assignee were a party, and (E) were not subject to or in violation of any preemptive or similar rights of any Person. During the Sole Ownership Period, the Membership Interests owned by Mushnick: (A) constituted 100% of the total issued and outstanding membership interests in the Assignee and other than the Membership Interests there were no other issued and outstanding equity interests in the Assignee; (B) were duly authorized and validly issued, fully-paid and non-assessable, (C) were issued in compliance with applicable laws, (D) were not issued in violation of the organizational documents of the Assignee or any other agreement, arrangement, or commitment to which Mushnick or the Assignee were a party, and (E) were not subject to or in violation of any preemptive or similar rights of any Person.
- (iii) During the Dual Ownership Period, there were no (A) 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 the Assignee or obligating Mushnick, Hoang or the Assignee to issue or sell any membership interests (including the Membership Interests), or any other interest, in the Assignee; (B) outstanding or authorized equity appreciation, profit participation, phantom equity or similar equity-based rights with respect to the Assignee, or (C) 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 (A) 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 the Assignee or obligating Mushnick or the Assignee to issue or sell any membership interests (including the Membership Interests), or any other interest, in the Assignee; (B) outstanding or authorized equity appreciation, profit participation, phantom equity or similar equity-based rights with respect to the Assignee, or (C) voting trusts, proxies or other

agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

4. Covenants. Mushnick hereby covenants that at all times prior to the Date of Dissolution as follows:
 - (a) Title. Mushnick will not subject any Transferred IP to any Encumbrances. Mushnick will not grant or agree to grant any option or right to any Person to purchase any Transferred IP. Mushnick will not subject any Transferred IP to any restrictions on transfer or licensing.
 - (b) Protection of Transferred IP. Mushnick will take commercially reasonable steps to protect the Transferred IP and maintain the confidentiality of all information within the Invention-Related Technology.
 - (c) No Standards Commitments. Mushnick will not participate in any Standards Body that relate to the Transferred IP. Mushnick will not enter into an agreement with any such Standards Body regarding the Transferred IP.
5. Third-Party Beneficiary. Sweet Heat is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.
6. General Provisions.
 - (a) Further Assurances/Cooperation. Mushnick 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. Mushnick may not assign this Agreement

or Mushnick's 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. Mushnick 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]

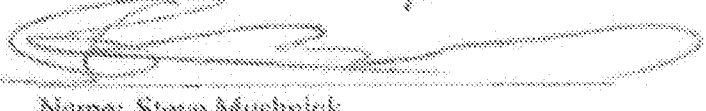
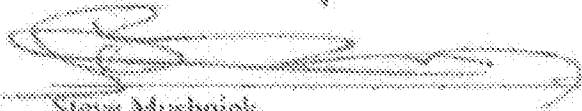
IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by its duly authorized signatory, each as of the date hereof but effective as of the Effective Date.

MUSHNICK:

ASSIGNEE:

STEVE MUSHNICK

HM DISCOVERIES, LLC



Steve Mushnick

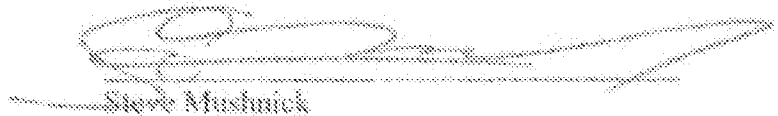
Name: Steve Mushnick

Title: Member-Manager

4/10/23

4/10/23

STEVE MUSHNICK, on behalf of HM
DISCOVERIES, LLC



Steve Mushnick

4/10/23