

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8322122

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RESTAURANT TECHNOLOGIES, INC.	11/01/2023

RECEIVING PARTY DATA

Name:	BROOKS EQUIPMENT COMPANY, LLC
Street Address:	10926 DAVID TAYLOR DRIVE
Internal Address:	SUITE 100
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	9555356
Patent Number:	10300426
Application Number:	16950388
Patent Number:	8277530
Patent Number:	10167137
Patent Number:	8652241
Patent Number:	9242200
Patent Number:	10300422
Patent Number:	11434068
Patent Number:	9599350
Patent Number:	9612023

CORRESPONDENCE DATA

Fax Number:

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: 8645776372
 Email: JANEKOLTURA@PARKERPOE.COM
 Correspondent Name: JANE KOLTURA
 Address Line 1: 110 EAST COURT STREET
 Address Line 4: GREENVILLE, SOUTH CAROLINA 29662

PATENT

ATTORNEY DOCKET NUMBER:	20608-00061/62
NAME OF SUBMITTER:	JANE KOLTURA
SIGNATURE:	/Jane Koltura/
DATE SIGNED:	12/11/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is executed as of November 1, 2023 by Restaurant Technologies, Inc., a Delaware corporation (“Assignor”), and Brooks Equipment Company, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, by and among Assignor and Assignee (the “Purchase Agreement”), Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee the Purchased Intellectual Property (as defined in the Purchase Agreement), which includes the internet domain names, patents and patent applications, copyrightable subject matter, and trademarks set forth on Schedule A attached hereto;

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the entire right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, each capitalized term used in this Assignment but not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, transfers, conveys, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title, and interest in and to: (i) the Purchased Intellectual Property, together with all improvements thereto as of the date first written above, the goodwill of the business associated therewith and all associated common law and statutory rights, free and clear of all liens, security interests, and other encumbrances; (ii) all rights of registration, maintenance, renewal, and protection of the Purchased Intellectual Property; (iii) all rights of recovery and of legal action for past infringements of the Purchased Intellectual Property, along with the right to recover damages and profits for all such past infringements; and (iv) all rights to bring protest, opposition, interference, invalidation, and/or cancellation proceedings for protection of the Purchased Intellectual Property, and wherein each of the foregoing rights are throughout the world.

2. Transfer of Domain Names. Promptly following the date of this Assignment, Assignor will: (i) cause the domain names identified on Schedule A attached hereto to be placed in unlocked status; and (ii) obtain and provide Assignee with any authorization codes needed for Assignee to transfer such domain names to the registrar of Assignee’s choice.

3. Further Assurances. Assignor agrees to cooperate promptly with all reasonable requests made by Assignee in order to transfer ownership and/or control of the Purchased Intellectual Property to Assignee in a timely manner, including without limitation by executing and delivering any necessary or useful documentation, providing any necessary or useful information, and/or corresponding with the appropriate domain name registrar, internet service provider, and/or governmental entities. Assignee shall pay all fees, costs, and expenses associated with such transfer to Assignee. Notwithstanding, in the event Assignor is not the recorded owner of any Purchased Intellectual Property as of the date first written above, Assignor shall promptly cause Assignor to be the recorded owner so that this Assignment may

thereafter be recorded. Assignor shall pay all fees, costs, and expenses associated with properly recording Assignor as the prior owner of record with any governmental entity.

4. Effectiveness. This Assignment is effective as of the date first set forth above.

5. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or will be construed to confer upon or give to any person other than the parties hereto and their respective successors and permitted assigns any remedy or claim under or by reason of this Assignment or any term, covenant, or condition hereof, and all the terms, covenants, conditions, and agreements contained in this Assignment will be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

6. Conflicts. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern and control.

7. Governing Law. This Assignment and the rights and duties of the parties arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its principles of conflicts of law.

8. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. A facsimile or PDF copy of the signature of any party to this Assignment delivered by facsimile or electronic mail for purposes of execution or otherwise complying with the U.S. federal E-SIGN Act of 2000, as amended (the "E-SIGN Act"), is to be considered to have the same binding effect as the delivery of an original signature. No party will raise the use of any electronic signature that complies with the E-SIGN Act (including by utilizing www.docuSign.com), or the use of electronic mail or other similar electronic transmission method as a means to deliver a signature to this Assignment or any amendment hereto as a defense to the formation or enforceability of this Assignment or such other contract and each party forever waives any such defense.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

RESTAURANT TECHNOLOGIES, INC.

By: [Signature]
Name: Jeffrey R. Kiesel
Title: President and Chief Executive Officer

Witness: [Signature]
Name: Heather Williamson
Date: 11/1/2023

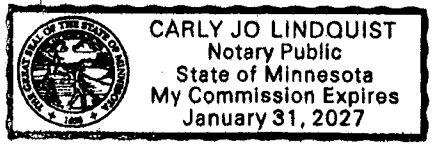
Minnesota
County of Dakota

I Carly Lindquist, a Notary Public for Washington County, Minnesota, do hereby certify that Jeffrey Kiesel as CEO of Restaurant Technologies, Inc. personally appeared before me and the witness this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1 day of November, 2023.

Carly Lindquist
Carly J Lindquist, Notary Public
(OFFICIAL SEAL)

My Commission Expires: 1/31/2027



ASSIGNEE:

BROOKS EQUIPMENT COMPANY, LLC

By: [Signature]
Name: Jeremy Barb
Title: Chief Financial Officer

Witness: [Signature]
Name: Terry S. Hudson
Date: 10/31/2023

North Carolina
County of Mecklenburg

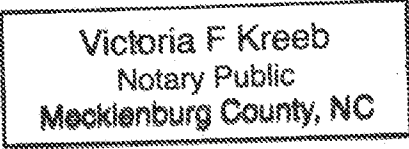
I Victoria F. Kreeb, a Notary Public for Mecklenburg County, North Carolina, do hereby certify that Jeremy Barb as Chief Financial Officer of Brooks Equipment Company, LLC personally appeared before me and the witness this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31 day of October, 2023.

[Signature]
Victoria F. Kreeb, Notary Public

(OFFICIAL SEAL)

My Commission Expires: 09/18/2027



SCHEDULE A

Patents:

Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
Australia	Grease Collection Filter Assembly and Method of Fabrication Thereof	2009296719	2009296719 A1	2009296719 B2	Granted
Australia	Filters, Mounts and Methods of Mounting Filters	2014277944	2014277944 A1	2014277944 B2	Granted
Australia	Filters, Mounts and Methods of Mounting Filters	2019202623	2019202623 A1	2019202623	Granted
Brazil	Filters, Mounts and Methods of Mounting Filters	112015031270	112015031270 A2	112015031270 B1	Granted
Brazil	Grease Collection Filter Assembly and Method of Fabrication Thereof	BRPI0918466	BRPI0918466 A2	BRPI0918466 B1; BRPI0918466 B8	Granted
Canada	Grease Removal Apparatus, Systems and Methods	2737789	2737789 A1	2737789 C	Granted
Canada	Filters, Mounts and Methods of Mounting Filters	2915500	2915500 A1	2915500 C	Granted
Canada	Method of Manufacturing a Grease Filter for Use in Exhaust Filtration	2977098	2977098 A1	2977098 C	Granted

SCHEDULE A

Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
	Systems				
Canada	Filters, Mounts and Methods of Mounting Filters	3077183	3077183 A1	3077183 C	Granted
Europe	Grease Collecting Filter Assembly	09792886.5	2338004 A2	2338004 B1	Granted
Germany	Grease Collecting Filter Assembly	09792886.5	2338004 A2	2338004 B1	Granted
France	Grease Collecting Filter Assembly	09792886.5	2338004 A2	2338004 B1	Granted
Great Britain/ United Kingdom	Grease Collecting Filter Assembly	09792886.5	2338004 A2	2338004 B1	Granted
Europe	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Austria	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Belgium	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Switzerland	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Germany	Filters, Mounts and	17179669.1	3263994 A1	3263994 B1	Granted

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
	Methods of Mounting Filters				
Spain	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1 ES2767849T3	Granted
France	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Great Britain/ United Kingdom	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Greece	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Ireland	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Italy	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Netherlands	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1	Granted
Poland	Filters, Mounts and Methods of Mounting Filters	17179669.1	3263994 A1	3263994 B1 PL3263994T3	Granted
Portugal	Filters, Mounts and Methods of Mounting	17179669.1	3263994 A1	3263994 B1 PT3263994T	Granted

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
	Filters				
Hong Kong	Filters, Mounts and Methods of Mounting Filters	18108520.2	HK 1248795 A1	1248795	Granted
Europe	Systems and Methods of Indicating Filter Life	19714023.9	3769013		Published
Europe	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Germany	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
France	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
United Kingdom/ Great Britain	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Ireland	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Belgium	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Switzerland	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
Liechtenstein	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Luxembourg	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Monaco	Grease Removal Apparatus, Systems and Methods	17190107.7	3315184 A2; 3315184 A3	3315184 B1	Granted
Europe	Filters, Mounts and Methods of Mounting Filters	19210173.1	3628933 A1	3628933 B1	Granted
Germany	Filters, Mounts and Methods of Mounting Filters	19210173.1	3628933 A1	3628933 B1	Granted
France	Filters, Mounts and Methods of Mounting Filters	19210173.1	3628933 A1	3628933 B1	Granted
United Kingdom/ Great Britain	Filters, Mounts and Methods of Mounting Filters	19210173.1	3628933 A1	3628933 B1	Granted
Ireland	Filters, Mounts and Methods of Mounting Filters	19210173.1	3628933 A1	3628933 B1	Granted
Japan	Grease Collection Filter Assembly and Method of Fabrication Thereof	2011529178	JP 2012/503544 A	JP 5668230 B2	Granted

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
Mexico	Grease Collection Filter Assembly and Method of Fabrication Thereof	MX/a/2011003146	MX 2011003146 A	316191	Granted
New Zealand	Grease Collection Filter Assembly and Method of Fabrication Thereof	591766	NZ 591766 A	591766	Granted
New Zealand	Filters, Mounts and Methods of Mounting Filters	715171	NZ 715171 A	715171	Granted
United States	Grease Removal Apparatus, Systems and Methods	12/430650	20100071324	8277530	Granted
United States	Flame Resistant Filter Apparatus and Method	12/565582	20100071326	9599350	Granted
United States	Flame Resistant Viscose Filter Apparatus and Method	12/565592	20100071327 A1; 20160362249 A9	10167137	Granted
United States	Grease Removal Apparatus, Systems and Methods	13/614639	20130007998	8652241	Granted
United States	Grease Removal Apparatus, Systems and Methods	14/182080	20140157739	9242200	Granted
United States	Filters, Mounts and Methods of	14/304765	20140366496	9555356	Granted

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
	Mounting Filters				
United States	Filters, Filter Mounts, and Methods of Mounting Filters	14/539826	20150128804	9612023	Granted
United States	Grease Removal Apparatus, Systems and Methods	15/005282	20160136559	10300422	Granted
United States	Filters, Mounts and Methods of Mounting Filters	15/351837	20170056809	10300426	Granted
United States	Flame Resistant Filter Apparatus and Method	16/879523	20200277134	11434068	Granted
United States	Filters, Mounts and Methods of Mounting Filters	16/950388	20210063021		Published
United States	Filters, Mounts and Methods of Mounting Filters	15/927245	20180207569		Published/ Abandoned
United States	Filters, Mounts and Methods of Mounting Filters	15/072063	20160271553		Published/ Abandoned
United States	Filters, Mounts and Methods of Mounting Filters	62/133987			Expired
United States	Filters, Mounts and Methods of Mounting	61/835383			Expired

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Country	Title	App./Ser. No.	Publication No.	Patent No.	Status
	Filters				
Australia	Filters, Mounts and Methods of Mounting Filters	2021383588	2021383588		Published
Canada	Filters, Mounts and Methods of Mounting Filters	3191969	3191969		Published
Europe	Filters, Mounts and Methods of Mounting Filters	21820402.2			Pending
Hong Kong	Filters, Mounts and Methods of Mounting Filters	62020016547.5	40026673	40026673	Granted
Mexico	Filters, Mounts and Methods of Mounting Filters	MX/a/2023/002430			Pending
New Zealand	Filters, Mounts and Methods of Mounting Filters	797303			Pending