

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI726475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/19/2024
CONVEYING PARTY DATA	
Name	Execution Date
PiMEMS, Inc.	11/19/2024
RECEIVING PARTY DATA	
Company Name:	Boyd Laconia, LLC
Street Address:	1 Aavid Circle
City:	Laconia
State/Country:	NEW HAMPSHIRE
Postal Code:	03246
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	62017455
Application Number:	62106556
Application Number:	62340308
Application Number:	62573778
Application Number:	62782367
Application Number:	14749439
Application Number:	15000460
Application Number:	15590621
Application Number:	15706706
Application Number:	16137471
Application Number:	16543428
Application Number:	16746854
Application Number:	16858781
Application Number:	17415145
Application Number:	17457328
Application Number:	18050811
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4142716560
Email: mkeipdocket@michaelbest.com
Correspondent Name: Janet P. Habina
Address Line 1: N19 W24133 Riverwood Drive
Address Line 2: Suite 200
Address Line 4: Waukesha, WISCONSIN 53188

ATTORNEY DOCKET NUMBER:	892688-0001
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NAME OF SUBMITTER:	Mrs. Janet Habina
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SIGNATURE:	Mrs. Janet Habina
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DATE SIGNED:	12/31/2024
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Total Attachments: 5

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source=Patent Assignment Agreement PiMEMS to BOYD effective 11-19-24#page2.tiff

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made effective as of November 19, 2024 by and between PiMEMS, Inc., located at 5960 Inglewood Drive, Suite 125, Pleasanton, CA 94588, ("Assignor"), and Boyd Laconia, LLC a Delaware limited liability company, located at 1 Aavid Circle, Laconia, New Hampshire 03246 ("Assignee").

WHEREAS, Assignor has agreed to enter into this Patent Assignment Agreement (the "Patent Assignment") to assign and transfer the patents and patent applications listed on **Schedule A** hereto (the "Assigned Patents and Applications") to Assignee; and

WHEREAS, Assignor is the owner of rights, titles and interests in, under and to the inventions claimed by the Assigned Patents and Applications and Patent Rights ("Patent Rights"), and Assignee is desirous of acquiring all of said Assigned Patents and Applications and Patent Rights.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of \$1 Dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign to Assignee, all of its right, title and interest in and to the Assigned Patents and Applications and Patent Rights, including any and all causes of action, rights and remedies arising under such Assigned Patents and Applications or Patent Rights prior to or after the effective date of this Patent Assignment, and any divisions, reissues, continuations, continuations-in-part, renewals, extensions, revisions and foreign counterparts of such Assigned Patents and Applications and Patent Rights to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the end of the term for which such Assigned Patents and Applications and Patent Rights are granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Assigned Patents and Applications and Patent Rights any and all other form of protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

3. Assignor hereby consents that a copy of this Patent Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose, and more particularly but without limitation in proof of the right of Assignee or its nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Assignor hereby authorizes the respective officials whose duty it is to issue patent rights or other forms of industrial property protection to issue to or as requested by Assignee, in accordance with the terms of this Patent Assignment, the Assigned Patents and Applications and Patent Rights, and to issue any and all letters patent and Patent Rights resulting from the Assigned Patents and Applications and Patent Rights and from any and all reissues, re-examinations, divisions, continuations, renewals, extensions, continuations-in-part, revisions, and foreign counterparts thereof, such that all letters patent

and other Patent Rights resulting from the Assigned Patents and Applications and Patent Rights, and any worldly rights not expressly referenced herein on the inventions, vest in and accrue to Assignee.

5. Assignor hereby represents and warrants that it has the full right and power to convey the rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

6. At the request of Assignee, Assignor agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's rights, titles, and interests in and to the Assigned Patents and Applications and the Patent Rights, including but not limited to execution and delivery of such documents with respect to the Assigned Patents and Applications and the transfer of power of attorney and other indicia of authority pertaining to the Assigned Patents and Applications, delivery of instructions to third parties to look to Assignee for all further instructions relating to the Assigned Patents and Applications, and the provision of evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

7. Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Patent Assignment. Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date first set forth above.

ASSIGNOR:

PiMEMS, Inc.

By: Eric Strub
Name: Eric Strub
Title: CEO
Place of Execution: Boca Raton, FL

STATE OF FL §

COUNTY OF PALM BEACH

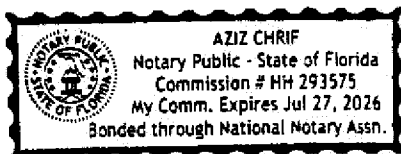
I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Eric Strub, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this date November 19, 2024

Notary Public in and for the State of FL

My Commission Expires: July 27, 2026

(Seal)



ACKNOWLEDGED AND ACCEPTED this Patent Assignment from Assignor as of the date first set forth above.

ASSIGNEE:

Boyd Laconia, LLC

By: *Eric Struik*
Name: Eric Struik
Title: CFO
Place of Execution: Boca Raton, FL

STATE OF FL §

COUNTY OF PALM BEACH

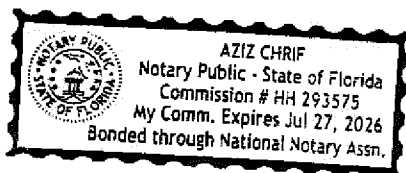
I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Eric Struik, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND and seal of office this date: November 19, 2024

Notary Public in and for the State of FL

My Commission Expires: July 27, 2026

(Seal)



SCHEDULE A

Patents and Patent Applications

Patent Application Title	Country	Application Number	Filed Date	Patent No.	Grant Date
TWO-PHASE COOLING DEVICES WITH LOW-PROFILE CHARGING PORTS	US	62/017,455	2014-06-26		
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS	US	62/106,556	2015-01-22		
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS FOR MOBILE APPLICATIONS	US	62/340,308	2016-05-23		
TITANIUM THERMAL MODULE	US	62/573,778	2017-10-18		
MEMS ANODE BATTERY	US	62/782,367	2018-12-20		
TWO-PHASE COOLING DEVICES WITH LOW-PROFILE CHARGING PORTS	US	14/749,439	2015-06-24		
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS	US	15/000,460	2016-01-19	10458719	2019-10-29
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS FOR PORTABLE APPLICATIONS	US	15/590,621	2017-05-09	10670352	2020-06-02
TWO-PHASE COOLING DEVICES WITH LOW-PROFILE CHARGING PORTS	US	15/706,706	2017-09-16		
TITANIUM THERMAL MODULE	US	16/137,471	2018-09-20	10561041	2020-02-11
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS	US	16/543,428	2019-08-16	11215403	2022-01-04
TITANIUM THERMAL MODULE	US	16/746,854	2020-01-18	10813251	2020-10-20
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS FOR PORTABLE APPLICATIONS	US	16/858,781	2020-04-27	11512912	2022-11-29
MEMS ANODE BATTERY	US	17/415,145	2019-12-17		
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS	US	17/457,328	2021-12-02	11859914	2024-01-02
HIGH PERFORMANCE TWO-PHASE COOLING APPARATUS FOR PORTABLE APPLICATIONS	US	18/050,811	2022-10-28		