

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ecovent Corp.		01/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ecovent Systems, Inc.		
<b>Street Address:</b>	241 Boston Post Road West, First Floor		
<b>City:</b>	Marlborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4837705	ECOVENT	
<b>Registration Number:</b>	4974148	E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>			
<b>Phone:</b>	6175266658		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	John V. Hobgood, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	2214.196.121		
<b>NAME OF SUBMITTER:</b>	John V. Hobgood		
<b>SIGNATURE:</b>	/john v. hobgood/		
<b>DATE SIGNED:</b>	08/31/2017		
<b>Total Attachments: 8</b>			
source=ecovent assisgnment#page1.tif			
source=ecovent assisgnment#page2.tif			
source=ecovent assisgnment#page3.tif			

OP \$65.00 4837705

source=ecovent assisgnment#page4.tif

source=ecovent assisgnment#page5.tif

source=ecovent assisgnment#page6.tif

source=ecovent assisgnment#page7.tif

source=ecovent assisgnment#page8.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of January 23, 2017, by Ecovent Corp., a Delaware corporation (the "Assignor"), in favor of Ecovent Systems, Inc., a Delaware corporation (the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith, by and between the Assignor and the Assignee, the Assignee will purchase the Purchased Assets and assume the Assumed Liabilities, all as more particularly described in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller identified in Schedule 1 of this Assignment, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment.

2.1. Assignment of Intellectual Property Rights. The Assignor hereby confirms previous assignment(s) and, to the extent the previous assignment(s) is (are) insufficient, irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all Encumbrances, to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property Rights, including the intellectual property identified in Schedule 1 of this Assignment and any and all intellectual property claiming the benefit of any of the intellectual property identified in Schedule 1, including and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes therefor, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world and all copies and tangible embodiments of any such Intellectual Property Rights (collectively, the "Assigned Intellectual Property").

2.2. Further Assurances. The Assignor shall, upon the reasonable request of the Assignee, provide to the Assignee all such reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits,

specimens, assignments, powers of attorney or any other documentation) to fully and effectively effectuate the purposes of this Assignment, including with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; and (iii) obtaining any patent, copyright or trademark protection relating to rights assigned herein that the Assignee may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States or in any other country. The Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and any other governmental officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee.

### 3. General Provisions.

3.1. Terms of Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including (a) the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property, (b) governing law and jurisdiction, (c) waiver of jury trial, and (d) interpretation and good faith are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3.2. Modification. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by all the parties herein.

3.3. Execution of Assignment. This Assignment may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party. Counterparts may be executed either in original, faxed or digital transmission form and the parties adopt any signatures received by a receiving fax machine or computer as original signatures of the parties

3.4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in

accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Remainder of Page Intentionally Left Blank; Signatures on following pages.]

IN WITNESS WHEREOF, the Assignor and the Assignee have entered into this Intellectual Property Assignment Agreement as of the date set forth above.

ASSIGNEE:

ECOVENT SYSTEMS INC.

ASSIGNOR:

ECOVENT CORP.

By: BHASKAR IN PANIGRAHI

Name: Bhaskar Panigrahi

Title: President

By: Barry Kallander

Name: Barry Kallander

Title: President

## Schedule 1

### Patents

WH Matter No.	Case Type	App. No.	Publication No.	Filing Date	Publication Date	Expiration Date	Status	Title
2209241.12 2 WO1	PCT	US14/6501 1	15/073432	11- Nov- 2014	21-May- 2015		Expired	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW AND SENSORS FOR USE THEREWITH
2209241.12 2 US1	Provisional	61/902939		12- Nov- 2013		12-Nov- 2014	Expired	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW
2209241.12 2 US3	Original	14/264277	15- 0133043	29- Apr- 2014	14-May- 2015		Published	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW
2209241.12 2 US4	Original	14/264161	15- 0130631	29- Apr- 2014	14-May- 2015		Published	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW AND SENSORS FOR USE THEREWITH
2209241.12 2 US2	Provisional	61/955297		19- Mar- 2014		19-Mar- 2015	Expired	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW
2209241.12 2 US5	Provisional	62/076911		07- Nov- 2014		07-Nov- 2015	Expired	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW AND SENSORS FOR USE THEREWITH
2209241.12 7 US1	DES	29/542002		09- Oct- 2015			Pending	VENT
2209241.12 8 US1	DES	29/542003		09- Oct- 2015			Pending	VENT
2209241.12 9 US1	DES	29/542004		09- Oct- 2015			Pending	VENT
2209241.13 0 US1	DES	29/542005		09- Oct- 2015			Pending	CONTROL HUB
2209241.13 1 US1	DES	29/542011		09- Oct- 2015			Pending	ROOM SENSOR

2209241.13 2 US1	Provisional	62/239414		09- Oct- 2015	09-Oct- 2016	Expired	METHOD OF AND SYSTEM FOR AUTOMATICALLY ADJUSTING AIRFLOW AND SENSORS FOR USE THEREWITH
2209241.13 3 US1	Continuation -in-part	15/018250	16- 0153674	08- Feb- 2016	02-Jun- 2016	Published	METHOD OF AND SYSTEM FOR DETERMINATION OF MEASURED PARAMETER GRADIENTS FOR ENVIRONMENTAL SYSTEM CONTROL

EcoVent currently has the following cases pending:

- 3 nonprovisional utility applications (122US3, 122US4, and 133US1)
- 5 design applications (127US1, 128US1, 129US1, 130US1, 131US1)

The PCT case (122WO1) we filed was not extended into any countries outside the US.

The 132US1 provisional was allowed to expire.

The provisional applications for the main family were filed on the following dates:

- November 12, 2013 (122US1)
- March 19, 2014 (122US2)
- November 7, 2014 (122US5)

One of the nonprovisional utility cases from the main family (122US4) has an outstanding office action. The first due date for filing a response is December 20, 2016. I would expect the cost of responding to be about \$4,000 - \$6,000, but I've not analyzed the rejections in detail.

The most recently filed nonprovisional (133US1) may take more than two years before we hear from the Office due to the backlog in the art unit into which it has been docketed.

The design patent application for the control hub (130US1) was recently allowed. Issue fees must be paid by January 25, 2017. The cost of the post allowance review and payment of those fees is about \$500 - \$1,000.

Domain Names:

Registered through namecheap.com:

- ecoventbeta.com (exp Mar 2, 2018)
- ecoventsystems.com (exp Nov 26, 2017)
- ecoventsystems.net (exp Jul 2, 2020)

Registered through Amazon Web Services:

- ecovent.io



**Trademarks and Trade Names**

ECOVENT – PTO Registration 4,837,705, Registered October 20, 2015

“E” Logo in Hexagon – PTO Registration 4,974,148, Registered June 7, 2016

Other Brands and Names Used: Ecovent, Ecovent Systems, Get Ecovent.

