

11-06-1998

IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100870898

Tab settings → → → ▼

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wisconsin Western Coastal Acquisition Corp.,
a California corporation and
Carr-Griff, Inc., a California corporationAdditional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: July 28, 1993

2. Name and address of receiving party(ies):

Name: SHURFLO PUMP MANUFACTURING CO.

Address: _____

12650 Westminster Avenue

City: Santa Ana State/Prov.: CA

Country: US ZIP: 92706-2100

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

4827832

4610192

4684332

11/05/1998 SHURFLO 00000164 4827832

01 FC:581

800.00 US

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FRANK J. UXA

Registration No. 25,612

Address: 100 PACIFICA #210

City: IRVINE State/Prov.: CA

Country: US ZIP: 92628

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41):.....\$ 800.00

- ☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

21-0890

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

FRANK J. UXA, Reg. No. 25612

Name of Person Signing

Signature

10/23/98

Date

Total number of pages including cover sheet, attachments, and document:

21

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Assist. Commissioner of Patents, Washington, D.C.
20231, on or before

OCTOBER 23, 1998

Title

Attorney

Date

10/23/98

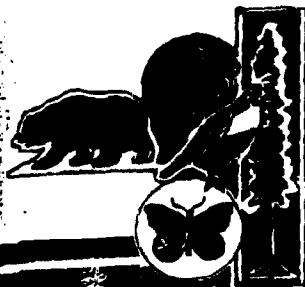
1. Name of conveying parties: Wisconsin Western Coastal
Acquisition Corp. and
Carr-Griff, Inc.
2. Name of receiving party: SHURflo Pump Manufacturing Co.

Patent Nos. (continued)

4493435	4797069	4610605
4396357	4214137	4827831
5125809	4995793	5000845
5009777	5154820	5193988

1. Name of conveying parties: Wisconsin Western Coastal
Acquisition Corp. and
Carr-Griff, Inc.
2. Name of receiving party: SHURflo Pump Manufacturing Co.

<u>Application No.</u>	<u>Matured into Patent No.</u>
08/086,233	5,380,428
07/905,578	5,256,279
07/900,138	5,242,281
07/893,729	5,304,073
07/872,620	5,244,361



State of California

OFFICE OF THE SECRETARY OF STATE

A435008

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

AUG - 5 1993



March Fong Eu

Secretary of State



A435008

FILED
In the office of the Secretary of State
of the State of California

JUL 28 1993

AGREEMENT OF MERGER

MARCH FONG EU, Secretary of State

THIS AGREEMENT OF MERGER (the "Agreement") is made as of July 23, 1993, by and between Carr-Griff, Inc., a California corporation ("Company"), Wisconsin Western Coastal Acquisition Corp., a California corporation ("Acquisition"), and WICOR, Inc., a Wisconsin corporation ("WICOR").

WHEREAS, the parties hereto have entered into a Plan and Agreement of Reorganization (the "Reorganization Agreement") containing various representations, warranties, covenants and conditions relating to, among other things, the merger of Acquisition with and into Company (the "Merger"); and

WHEREAS, the Board of Directors of Company and Acquisition each have approved the Merger, upon the terms and subject to the conditions set forth herein and in the Reorganization Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I

1.1 Constituent Corporations and Surviving Corporation. Company and Acquisition shall be the constituent corporations to the Merger (the "Constituent Corporations"). Acquisition shall be merged with and into Company, which shall be the surviving corporation of the Merger (the "Surviving Corporation"). The identity, existence, rights, privileges, powers, franchises, properties and assets of Company shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of Acquisition shall cease and all of the rights, privileges, powers, franchises, liabilities, properties and assets of Acquisition shall be vested in Company.

1.2 Effective Time. The date and time when the Merger becomes effective are herein referred to as the "Effective Time."

ARTICLE II

2.1 Articles of Incorporation. The Articles of Incorporation of Company, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until changed as provided therein or by law, except that Article One of the Articles of Incorporation of Surviving Corporation is amended to read as follows:

"One: The name of this Corporation is The SHURflo Pump Manufacturing Co."

2.2 Bylaws. The Bylaws of Company in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended or repealed.

2.3 Officers and Directors. The officers of Company at the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, the directors of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation shall be Stuart W. Tisdale, George E. Wardeberg, Joseph P. Wenzler and John W. Casey, Jr.

ARTICLE III

3.1 Conversion of Company Common Stock.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company common stock, par value \$1.00 per share (the "Company Common Stock"), each share of Company Common Stock shall be converted into and be exchangeable for a number of shares of WICOR's Common Stock, \$1.00 par value ("WICOR Common Stock"), determined by dividing 232.35 by the average of the last sale price per share of WICOR Common Stock on the New York Stock Exchange on the three Business Days (as defined hereinafter) immediately preceding the Effective Time. As used in this Agreement, the term "Business Days" shall mean those days which are not a Saturday or Sunday or a day on which there is no trading of securities on the New York Stock Exchange.

(b) Immediately after the Effective Time, WICOR shall issue to each holder of a stock certificate or certificates which formerly represented shares of Company Common Stock in exchange therefor a stock certificate or certificates representing that number of shares of WICOR Common Stock to which such holder shall have become entitled pursuant to the provisions of this Article III, and the certificates so surrendered shall forthwith be cancelled; provided, however, no certificates representing fractional shares of WICOR Common Stock shall be issued upon the surrender for exchange of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Company Common Stock; WICOR shall issue an additional share of WICOR Common Stock to each former shareholder of Company who otherwise would be entitled to receive a fractional share of one-half or more of WICOR Common Stock and fractional shares of less than one-half of WICOR Common Stock shall be disregarded.

3.2 Conversion of Acquisition Common Stock. Each of the shares of Acquisition common stock, \$1.00 par value per share ("Acquisition Common Stock"), issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchangeable for one share of common stock, par value \$1.00 per share, of Company, as the Surviving Corporation ("New Company Common Stock"). From and after the Effective Time, each outstanding certificate which formerly represented shares of Acquisition Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of New Company Common Stock into which such shares of Acquisition Common Stock shall have been converted. Promptly after the Effective Time, the Surviving Corporation shall issue to WICOR a stock certificate or certificates representing 10 shares of New Company Common Stock, in exchange for the certificate or certificates which formerly represented shares of Acquisition Common Stock which shall be cancelled.

ARTICLE IV

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.2 Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of California.

4.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have
executed this Agreement, as of the date first herein written.

CARR-GRIFF, INC., a California
corporation

By: John W. Casey, Jr.

Title: President

WISCONSIN WESTERN COASTAL
ACQUISITION CORP., a
California corporation

By: _____

Title: _____

WICOR, INC., a Wisconsin
corporation

By: _____

Title: _____

IN WITNESS WHEREOF, the undersigned parties have
executed this Agreement, as of the date first herein written.

CARR-GRIFF, INC., a California
corporation

By: _____
Title: _____

WISCONSIN WESTERN COASTAL
ACQUISITION CORP., a
California corporation

By: J.P. Wenzler
Title: Vice President
J.P. WENZLER

WICOR, INC., a Wisconsin
corporation

By: J.P. Wenzler
Title: Vice President
J.P. WENZLER

WISCONSIN WESTERN COASTAL ACQUISITION CORP.

OFFICERS' CERTIFICATE

The undersigned, George E. Wardeberg and Karen E. Spors, hereby certify that they are the duly elected and presently incumbent President and Secretary, respectively, of Wisconsin Western Coastal Acquisition Corp., a California corporation (the "Company"), and hereby further certify as follows:

1. The total number of shares of Common Stock of the Company entitled to vote on the Merger contemplated by the attached Agreement of Merger is ten (10).

2. The Common Stock of the Company is the only class of shares entitled to vote on the Merger.

3. The principal terms of the Agreement of Merger were approved by the Company by the affirmative vote of all the outstanding shares of Common Stock of the Company.

4. Equity securities of the Company's parent corporation, WICOR Inc., a Wisconsin corporation ("WICOR"), will be issued by WICOR in connection with the Merger. No vote of the shareholders of WICOR was required to be obtained in connection with the Merger or the issuance of the equity securities.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 21, 1993
In Milwaukee, Wisconsin

George E. Wardeberg
George E. Wardeberg

Karen E. Spors
Karen E. Spors

CARR-GRIFF, INC.

OFFICERS' CERTIFICATE

The undersigned, John W. Casey, Jr. and John D. McCarry, hereby certify that they are the duly elected and presently incumbent President and Secretary, respectively, of Carr-Griff, Inc., a California corporation (the "Company"), and hereby further certify as follows:

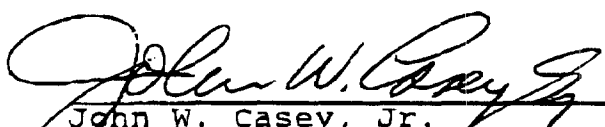
1. The total number of shares of Common Stock of the Company entitled to vote on the Merger contemplated by the attached Agreement of Merger is 100,000.

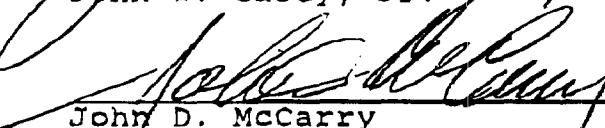
2. The Common Stock of the Company is the only class of shares entitled to vote on the Merger.

3. The principal terms of the Agreement of Merger were approved by the Company by the affirmative vote of a majority of the outstanding shares of Common Stock of the Company, and such majority vote was required for such approval.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 27, 1993
In Santa Ana, California


John W. Casey, Jr.


John D. McCarry

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942857
SACRAMENTO, CA 94257-0541

TAX CLEARANCE CERTIFICATE

29, 1993

EXPIRATION DATE: November 15, 1993

SIC
BOX 160568
SACRAMENTO CA 95816

ISSUED TO: WISCONSIN WESTERN COASTAL ACQUISITION CORP.
Corporate Number 1861072 WW6CA

This is to certify that all taxes imposed under the Bank and
Corporation Tax Law on this corporation have been paid or are secured
by bond deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office
of the Secretary of State. This original Tax Clearance Certificate
is to be retained in the files of the corporation.

After the Expiration Date noted above, this corporation must have filed
the documents required by the Secretary of State to dissolve, withdraw
or merge. Requests for the appropriate documents must be directed to:
The Office of the Secretary of State at 1230 J Street, Sacramento, CA
95814. The telephone number is (916) 445-0620.

NOTE: If the required documents are not filed with
the Secretary of State prior to the Expiration
Date noted above, the corporation will remain
subject to the filing requirements of the Bank
and Corporation Tax Law.

FRANCHISE TAX BOARD

J. Snyder
Special Audit Unit
Corporation Audit Section
Telephone (916) 369-4124

7/26/93

ASSIGNMENT OF TRADE RIGHTS

Product Research & Development, a California limited partnership, and all the partners of PR&D as partners (such partnership and partners hereinafter individually and collectively referred to as "ASSIGNOR"), hereby assign to Wisconsin Western Coastal Acquisition Corp. ("ASSIGNEE"), a California corporation, effective on the date of execution indicated below, all of ASSIGNOR's right, title and interest in and to all of the Trade Rights referred to in the "ASSET PURCHASE AGREEMENT" of July 28, 1993, by and among such parties, including without limitation:

All United States and foreign patents and patent applications listed in Exhibit A hereof, and all knowhow, trade secrets, designs, and discovery and invention rights held by law or by contract (whether written, unwritten, express or implied), including without limitation all discovery and invention rights with respect to the research and development projects and products referred to in Exhibit B hereof, and any and all causes of action for infringement, breach of confidential relationship, or other wrongful use or disclosure;

All mask works, mask work registrations, and rights to mask works held by law or by contract (whether written, unwritten, express or implied), if any, together with any and all causes of action for infringement thereof;

All trade names, trademarks, and service marks (whether registered or unregistered), trade dress rights, all United States and foreign trademark registrations and trademark applications and all goodwill associated therewith, together with any and all causes of action for infringement thereof or for unfair competition of any kind related thereto;

All copyrights, copyright registrations and applications for registration, and all works of authorship held by law or by contract (whether written, unwritten, express or implied), together with any and all causes of action for copyright infringement or misappropriation; and

All invention, licensing, royalty and other rights held under contract (whether written, unwritten, express or implied) relating to intellectual property of any sort or to protection or control thereof, including without limitation the agreements listed in Exhibit C hereof and all nondisclosure and noncompete agreements, if any.

ASSIGNOR agrees to execute, from time to time as requested by ASSIGNEE, any and all documents prepared or requested by ASSIGNEE for the purpose of fully and properly recording the assignments of assets referred to above, and further agree to assist as requested in obtaining execution of such other documents as

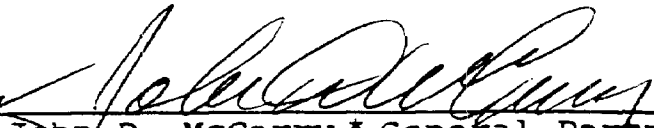
PATENT

REEL: 9556 FRAME: 0113

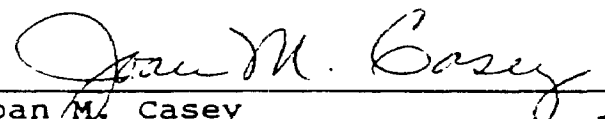
ASSIGNEE may deem necessary for proper recordation of the chain of title to ASSIGNEE (or its designee) of such assets.


Executed this 28th day of July, 1993.


PRODUCT RESEARCH & DEVELOPMENT

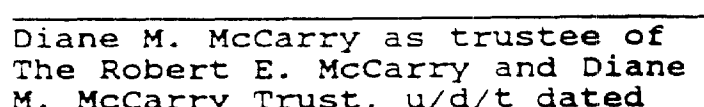
By 
John D. McCarry, * General Partner
* as trustee of the John D. McCarry Trust, u/d/t dated September 15, 1972, as amended


PARTNERS:

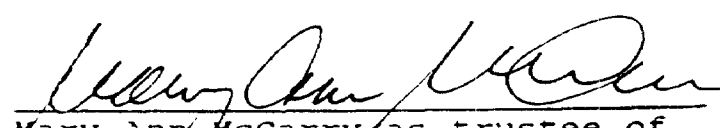

Joan M. Casey


John D. McCarry as trustee of The John D. McCarry Trust, u/d/t dated September 15, 1972, as amended


J. Daniel McCarry as trustee of The J. Daniel McCarry Trust, u/d/t dated March 5, 1990


Diane M. McCarry as trustee of The Robert E. McCarry and Diane M. McCarry Trust, u/d/t dated September 9, 1992



Kathleen M. Robe as trustee of The Robe Trust, u/d/t dated February 12, 1991


Mary Ann McCarry as trustee of The Mary Ann McCarry Trust, u/d/t dated November 25, 1991

STATE OF WISCONSIN)
 =
COUNTY OF MILWAUKEE)

The following individuals came before me this 28th day of July, 1993, and in my presence executed the foregoing document in their respective capacities, to wit: John D. McCarry, both as General Partner of Product Research & Development and as trustee of The John D. McCarry Trust as indicated; Joan M. Casey; J. Daniel McCarry as trustee of The J. Daniel McCarry Trust as indicated;

Kathleen Robe as trustee of The Robe Trust as indicated; and Mary Ann McCarry as trustee of The Mary Ann McCarry Trust as indicated.


 Notary Public, Milwaukee County,
 Wisconsin
 My Commission is permanent.

STATE OF CALIFORNIA)
 =
 COUNTY OF _____)

The following individual came before me this ____ day of July, 1993, and in my presence executed the foregoing document in her capacity as indicated, to wit: Diane M. McCarry as trustee of The Robert E. McCarry and Diane M. McCarry Trust as indicated.

 Notary Public, _____ County,
 California
 My Commission _____.

ASSIGNEE may deem necessary for proper recordation of the chain of title to ASSIGNEE (or its designee) of such assets.

Executed this 28th day of July, 1993.

PRODUCT RESEARCH & DEVELOPMENT

By

John D. McCarry,* General Partner

* as trustee of the John D. McCarry Trust, u/d/t dated September 15, 1972, as amended

PARTNERS:

Joan M. Casey

John D. McCarry as trustee of The John D. McCarry Trust, u/d/t dated September 15, 1972, as amended

J. Daniel McCarry as trustee of The J. Daniel McCarry Trust, u/d/t dated March 5, 1990

Diane M. McCarry
Diane M. McCarry as trustee of The Robert E. McCarry and Diane M. McCarry Trust, u/d/t dated September 9, 1992

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STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

The following individuals came before me this 28th day of July, 1993, and in my presence executed the foregoing document in their respective capacities, to wit: John D. McCarry, both as General Partner of Product Research & Development and as trustee of The John D. McCarry Trust as indicated; Joan M. Casey; J. Daniel McCarry as trustee of The J. Daniel McCarry Trust as indicated;

Kathleen Robe as trustee of The Robe Trust as indicated; and Mary Ann McCarry as trustee of The Mary Ann McCarry Trust as indicated.

Notary Public, Milwaukee County,
Wisconsin
My Commission _____

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The following individual came before me this 27 day of July, 1993, and in my presence executed the foregoing document in her capacity as indicated, to wit: Diane M. McCarry as trustee of The Robert E. McCarry and Diane M. McCarry Trust as indicated.

Albert K. Boehringer
Notary Public, Los Angeles County,
California
My Commission EXPIRES 8-18-95

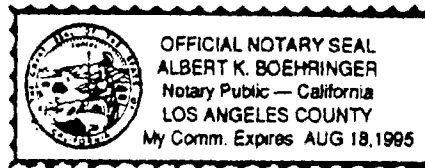


Exhibit A (of "ASSIGNMENT OF TRADE RIGHTS")

United States Patents and *Applications (with their corresponding foreign patents/applications, if any, indented below each)

4,827,832	Valve System for a Reciprocating Device
4,610,192	Reciprocable Device
4,684,332	Ratio Pump and Method
Holland (European Patent 0223568)	
UK (European Patent 0223568)	
Germany (European Patent P3686392.0)	
France (European Patent 0223568)	
Japan (113867/87) (267903/86)	
4,493,435	Liquid Dispensing System and Automatic Selector Therefor
4,797,069 (abandoned)	Mechanism of Variable Drive Cam Angle Impacted by Pressure Loading of a Coil Spring
4,610,605	Triple Discharge Pump
UK (European Patent 210315)	
Germany (European Patent P3575770.1)	
France (European Patent 210315)	
Italy (European Patent 210315)	
Sweden (European Patent 210315)	
Switzerland (European Patent 210315)	
Belgium (European Patent 210315)	
Holland (European Patent 210315)	
Canada (1,242,929)	
4,396,357	Diaphragm Pump with Ball Bearing Drive
UK (European Patent 062990)	
Germany (European Patent P3263723.3)	
France (European Patent 062990)	
4,214,137	Pressure Switch with Snap Element
4,242,061	Double Diaphragm Pump
UK (2,034,807)	
Germany (2907123)	
France (2437510)	
4,081,621	Pressure Switch with Diaphragm and Valve Means

... continued

4,153,391 Triple Discharge Pump

4,300,592 Pressure Regulator

4,827,831 Reciprocating Device and Switching
Mechanism Therefor

Japan (63-330758)

5,125,809 Wobble Plate Pump

5,050,725 Feedscrew System and Methodology

5,117,965 Feedscrew System and Methodology

4,836,924 Reverse Osmosis System and Automatic
Cycling Booster Pump Therefor

Japan (1143602) (Appl. 63-265090)
EPO (314374) (88309784.2)
Canada (1,281,938)

4,995,793 Reverse Osmosis System and Automatic
Cycling Booster Pump Therefor

Canada (1,315,598)

5,000,845 Reverse Osmosis System and Automatic
Cycling Booster Pump Therefor

EPO (90304092.1)

5,009,777 Reverse Osmosis and Hot Water System

5,154,820 Reverse Osmosis System with Cycled
Pressure Intensifiers

PCT (PCT/US91/04029) (WO9119676)
Taiwan (80104375) (NI-52473)

5,193,988 Reverse Osmosis System and Automatic
Cycling Booster Pump Therefor

*07/872,620 (4/22/92) Pump for Reverse Osmosis System

PCT (PCT/US93/03442)
Taiwan (81106229)


*08/086,233 (7/1/93) Pump for Reverse Osmosis System

... continued

*07/893,729 (6/5/92)	Electrical Connector and Pump Assembly Utilizing Same
PCT/US93/05073	
*07/900,138 (6/17/92)	Wobble Plate Pump
*07/905,578 (7/2/92)	Liquid Storage System with Unpres- surized Reservoir
4,290,040	Electromagnetic Actuator Having Preloaded Spring Means
3,994,314	Servo Regulator
4,305,702	Pump with Expansible Chamber
4,182,368	Pressure Regulator
4,230,026	Reciprocating Piston Device
D275,106	Motor Housing
4,848,569 (abandoned)	Apparatus and Method for Disposing of Contaminated Needles
5,020,605	Post Driver and Methodology
5,028,166	Post Driver and Methodology
D323,999	Highway Delineator Guidepost

Appendices B and C of this "ASSIGNMENT OF TRADE RIGHTS" have been omitted because they are not pertinent to the patent assignment filed with this document.

October 12, 1998



Frank J. Uxa
Reg. No. 25,612