

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Maria Racanelli	09/25/2009
RECEIVING PARTY DATA	
Name:	Flood Master LLC
Street Address:	27 Business Park Drive
Internal Address:	Attn: Steven E. Schickler, President
City:	Branford
State/Country:	CONNECTICUT
Postal Code:	06405
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6035699
Patent Number:	5949232
Patent Number:	6328066
CORRESPONDENCE DATA	
Fax Number:	(203)318-3609
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(203) 318-3600
Email:	dpraus@haslaw.com
Correspondent Name:	Jon P. Leckerling
Address Line 1:	23 Woodland Street, Unit C-2
Address Line 2:	Hinckley, Allen & Snyder LLP
Address Line 4:	Madison, CONNECTICUT 06443
NAME OF SUBMITTER:	Danielle Ryan-Praus
<p>Total Attachments: 5</p> <p>source=FloodMasterAssignment#page1.tif</p>	

OP \$120.00 6035699

500997352

PATENT
REEL: 023419 FRAME: 0139

source=FloodMasterAssignment#page2.tif
source=FloodMasterAssignment#page3.tif
source=FloodMasterAssignment#page4.tif
source=FloodMasterAssignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "TP Assignment Agreement"), is Dated as of September 25, 2009 by and among Flood Master, Inc., a New York corporation and Maria Racanelli, an individual (together, the "Assignors"), and Flood Master LLC, a Connecticut corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, Dated as of September 25, 2009 (the "Purchase Agreement") by and between Flood Master, Inc. and Assignee, Assignors wish to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignors' right, title and interest in and to all of Assignors' Intellectual Property (as defined below) which relates to the Business, including, without limitation, the Patents, Trademarks and domain names described on Exhibit A hereto and all know-how, including all rights with respect thereto whether registered, unregistered or existing at common law (including all applications, renewals, extensions and registrations relating thereto) that may be secured under any applicable law now or hereafter in effect, all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world, and all goodwill relating thereto (collectively, the "Assigned Assets"); and

WHEREAS, Assignee wishes to acquire, and Assignors wish to transfer to Assignee all of Assignors' right, title and interest in and to the Assigned Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignors agree as follows:

(1) Defined Terms.

- (i) Capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Purchase Agreement.
- (ii) "Intellectual Property" means any or all of the following rights: (i) all patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, improvements thereto, and equivalent or similar rights in inventions and discoveries, including without limitation invention disclosures (collectively, "Patents"), (ii) all trade secrets and other rights in know-how and confidential or proprietary information (collectively, "Trade Secrets"), (iii) all copyrights, copyright registrations and applications therefor and any renewals, modifications and extensions thereof (collectively, "Copyrights"), (iv) all industrial designs, design rights and any registrations and applications therefor, (v) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, brand names, trade dress, and any renewals, modifications and extensions thereof (collectively, "Trademarks"), (vii) all confidential information, software and data, and (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(2) Assignment. Assignors hereby sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Assigned Assets.

(3) Further Assurances. Assignors hereby agree upon request to provide to Assignee, its successors, assigns

or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignors):

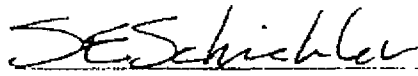
- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations relating to the Assigned Assets;
 - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Assigned Assets, including testifying as to any facts relating to the Assigned Assets or this IP Assignment Agreement; and
 - (iii) in the implementation or perfection of this IP Assignment Agreement.
- (4) Miscellaneous.
- (i) Any term or provision of this IP Assignment Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
 - (ii) This IP Assignment Agreement shall be governed by and construed with the laws of the State of Connecticut without regard to the conflicts-of-law rules thereof.
 - (iii) The section headings contained in this IP Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this IP Assignment Agreement.
 - (iv) This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one in the same.

[Signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this IP Assignment Agreement to be executed by an officer duly authorized, on and as of the day and year first above written.

ASSIGNEE:

Flood Master LLC



By: Steven E. Schickler
Its: President

ASSIGNORS:

Flood Master, Inc.

By: Maria Racanelli
Its

Maria Racanelli

On this the ____ day of _____, 2009, before me, the undersigned notary public, personally appeared Maria Racanelli, _____ of Flood Master, Inc., who acknowledged that she executed the foregoing instrument for the purposes therein contained, by signing her name as _____ of Flood Master, Inc. and being her free act and deed as _____.

IN WITNESS WHEREOF, I hereunto set

Notary Public
My commission expires

On this the ____ day of _____, 2009, before me, the undersigned notary public, personally appeared Maria Racanelli, who acknowledged that she executed the foregoing instrument for the purposes therein contained and being her free act and deed.

IN WITNESS WHEREOF, I hereunto set

Notary Public
My commission expires

IN WITNESS WHEREOF, Assignors and Assignee have caused this IP Assignment Agreement to be executed by an officer duly authorized, on and as of the day and year first above written.

ASSIGNEE:

Flood Master LLC

By: Steven B. Schickler
Its: President


ASSIGNORS:

Flood Master, Inc.


By: Maria Racanelli
Its



Maria Racanelli

On this the 11th day of October, 2009, before me, the undersigned notary public, personally appeared Maria Racanelli, _____ of Flood Master, Inc., who acknowledged that she executed the foregoing instrument for the purposes therein contained, by signing her name as _____ of Flood Master, Inc. and being her free act and deed as _____.

IN WITNESS WHEREOF, I hereunto set

Notary Public
My commission expires:

MARK E. CONSTANTINE
Notary Public State of New York
No. 02CO508638
Qualified in Westchester County
Commission Expires 11/24/09

On this the 11th day of October, 2009, before me, the undersigned notary public, personally appeared Maria Racanelli, who acknowledged that she executed the foregoing instrument for the purposes therein contained and being her free act and deed.

IN WITNESS WHEREOF, I hereunto set

Notary Public
My commission expires:

MARK E. CONSTANTINE
Notary Public State of New York
No. 02CO508638
Qualified in Westchester County
Commission Expires 11/24/09

EXHIBIT A

1. **Telephone Numbers**

AT&T Toll Free Service Number (888) 771-4929

2. **Patents**

Patent No.	Serial No.	Issue Date	Title
6035699	09071116	03/14/00	Water Leakage Detection Apparatus
5949232	08892608	07/14/97	Method for Measuring the Energy Consumption of Individual Units in a Multiple Unit Facility Operated From a Single Furnace
6328066	09887269	12/11/01	Auxiliary Faucet Valve

3. **Trademark**

"Flood Master, Inc." logo.

4. **Domain Name**

floodmaster.com