### 502206575 01/24/2013

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
William W. VALICEK	01/16/2013

### **RECEIVING PARTY DATA**

Name:	EMCO WHEATON CORP.
Street Address:	2480 Bristol Circle
City:	Oakville
State/Country:	CANADA
Postal Code:	L6H 5S1

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13742177

#### **CORRESPONDENCE DATA**

**Fax Number**: 3126551501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-655-1500

Email: pto-chi@huschblackwell.com

Correspondent Name: James B. Conte
Address Line 1: 120 S. Riverside Plaza

Address Line 2: Suite 2200

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 509568-61

NAME OF SUBMITTER: James B. Conte

Total Attachments: 2

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> PATENT REEL: 029689 FRAME: 0052

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United States Patent Application Attorney Docket No.: 5445-116174 First Named Inventor: VALICEK

**Serial No.: 13/742,177** Filing Date: 15 January 2013

## ASSIGNMENT

WHEREAS, the undersigned inventor(s), namely, VALICEK, William W., 13202 Jasper Lane, Cypress Texas, 77429 United States (hereinafter individually and collectively referred to as "ASSIGNOR") has/have invented:

#### VAPOR PLATE

(hereinafter "the invention") for which a patent application in the <u>UNITED STATES:</u>

[]	has been executed on even date herewith;
[]	was executed on;
[x]	was filed on 15 January 2013 and assigned U.S. Application Serial No. 13/742,177;

AND WHEREAS, EMCO WHEATON CORP., a corporation of Canada, having a place of business at 2480 Bristol Circle, Oakville, Ontario Canada L6H 5S1, (hereinafter "ASSIGNEE"), and successors, assigns, and legal representatives, is desirous of acquiring the entire right, title, and interest therein;

**AND WHEREAS**, a "formal application," as referred to herein, shall mean any provisional, nonprovisional, continuation, continuation in part, continued prosecution, substitute, renewal, extension, divisional, reissue, reexamination, foreign, Patent Cooperation Treaty (PCT) or other patent application, inventor's certificate, utility model, or like document;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, being subject to an obligation of assignment to ASSIGNEE, does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and to the aforesaid application, to the invention as described in the aforesaid application, to any previously filed application from which a priority date is being claimed, and to any formal application which may be filed based in whole or in part on the aforesaid application and/or invention, in the United States and all foreign countries, together with the right of priority under any international conventions, treaties and/or agreements to which the United States currently adheres and adheres to in the future, and hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns, and legal representatives;

AND ASSIGNOR authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to apply for Letters Patent, in its own name

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if desired, in any and all foreign countries, and additionally to claim the filing date of aforesaid application and/or otherwise take advantage of the provisions of any international convention, treaty and/or agreement;

AND ASSIGNOR FURTHERMORE authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to insert in this instrument the filing date and/or serial number of any application to which this document pertains;

AND ASSIGNOR HEREBY AGREES to transfer, upon request of ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, a like interest in and to any related inventions (including all improvements variations, derivations and inventive subject matter directly or indirectly related to the patent application and the invention) and formal applications based thereon;

AND ASSIGNOR AGREEING, FURTHERMORE, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR'S executors or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the invention, any related inventions, any formal application based thereon, and any resulting patents, including executing any and all papers desired by ASSIGNEE for the filing and granting of formal applications, the perfecting of title in ASSIGNEE, and in enforcing any rights in the invention, any related inventions, and any formal application or patent based thereon.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement via facsimile shall constitute a valid and legally binding execution and delivery of this Agreement.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect.

**EXECUTED** as of the date(s) written below by ASSIGNOR:

Date: 1-16-2013

Date: 1/16/2013

Date: 1/16/2013

Witness ANDRIA GOETZ

Additional pages listing additional inventors attached No

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RECORDED: 01/24/2013

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