# 502604249 12/16/2013

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2650615

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### CONVEYING PARTY DATA

| Name                   | Execution Date |
|------------------------|----------------|
| OVALPATH, INCORPORATED | 09/30/2013     |

### RECEIVING PARTY DATA

| Name:           | CURTISS-WRIGHT FLOW CONTROL SERVICE CORPORATION |
|-----------------|---|
| Street Address: | 1000 WRIGHT WAY                                 |
| City:           | CHESWICK  |
| State/Country:  | PENNSYLVANIA                                    |
| Postal Code:    | 15024   |

# PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13360604 |

### **CORRESPONDENCE DATA**

 Fax Number:
 (650)843-4001

 Phone:
 650-843-4000

Email: kaguiar@morganlewis.com

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

Correspondent Name: MORGAN LEWIS & BOCKIUS LLP
Address Line 1: 3000 EL CAMINO REAL, SUITE 700

Address Line 2: 2 PALO ALTO SQUARE

Address Line 4: PALO ALTO, CALIFORNIA 94306

| 100773-5001-US01    |
|---------------------|
| ANDREW J. GRAY IV   |
| /Andrew J. Gray IV/ |
| 12/16/2013          |
|                     |

### Total Attachments: 3

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> PATENT REEL: 031792 FRAME: 0952

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into this 30th day of September, 2013 by and between OVALPATH, INC., a Delaware corporation ("Seller"), and CURTISS-WRIGHT FLOW CONTROL SERVICE CORPORATION, a Delaware corporation ("Buyer").

## **RECITALS**

- A. Pursuant to that certain Asset Purchase Agreement dated as of September 30, 2013, by and between Seller and Buyer (as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Buyer has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey, set over and deliver to Buyer, all right, title and interest of Seller in and to substantially all of the assets used by Seller in the conduct of its business including, without limitation, the "Intellectual Property Assets" (as such term is defined in the Purchase Agreement).
- B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Buyer and Seller.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

- 1. <u>Assignment.</u> In accordance with and subject to the Purchase Agreement, Seller does hereby sell, transfer, assign, convey, set over and deliver to Buyer all right, title and interest of Seller in and to the Intellectual Property Assets.
- 2. <u>Waiver of Claims</u>. Seller does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Intellectual Property Assets, and does hereby agree that no rights in or to any of the Intellectual Property Assets shall be retained by Seller.
- 3. <u>Further Assurances</u>. From and after the date hereof, Seller shall execute such further instruments of assignment as Buyer, or its successors or assigns, may reasonably request in order to evidence the assignment of the Intellectual Property Assets evidenced hereby.
- 4. <u>Binding Effect</u>. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

| SELLER:                                      |
|--|
| OVALPATH, INC.                               |
| Ву:  |
| Name: Ralph Aceves                           |
| Title: President and Chief Executive Officer |
| BUYER:                                       |
| CURTISS-WRIGHT FLOW, CONTROL                 |
| SERVICE CORPORATION                          |
| _  |

By: Name: James Leachman Title: Vice President IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

| SELLER:                                      |
|--|
| OVALPATH, INC.                               |
| By: Cu                                       |
| Name: Ralph Aceves                           |
| Title: President and Chief Executive Officer |
| BUYER:                                       |
| CURTISS-WRIGHT FLOW CONTROL                  |
| SERVICE CORPORATION                          |
| Ву:  |
| Name: James Leachman                         |

Title: Vice President

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