

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2914398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
TIMBERLINE MANUFACTURING COMPANY	06/11/2014

RECEIVING PARTY DATA

Name:	DOVER ENERGY AUTOMATION, LLC
Street Address:	1815 SOUTH MEYERS ROAD
Internal Address:	SUITE 400
City:	OAKBROOK TERRACE
State/Country:	ILLINOIS
Postal Code:	60181

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8517691

CORRESPONDENCE DATA

Fax Number: (918)586-8664

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.

Phone: (918) 586-8529

Email: drandolph@cwlaw.com

Correspondent Name: DAVID S. RANDOLPH

Address Line 1: 4000 ONE WILLIAMS CENTER

Address Line 2: CONNER & WINTERS, LLP

Address Line 4: TULSA, OKLAHOMA 74172

ATTORNEY DOCKET NUMBER:	15179-0001
NAME OF SUBMITTER:	DAVID S. RANDOLPH
SIGNATURE:	/David S. Randolph/
DATE SIGNED:	06/25/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

source=Patent Assignment Agreement (to Dover)#page1.tif

source=Patent Assignment Agreement (to Dover)#page2.tif

source=Patent Assignment Agreement (to Dover)#page3.tif
source=Patent Assignment Agreement (to Dover)#page4.tif
source=Patent Assignment Agreement (to Dover)#page5.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “**Patent Assignment**”), dated as of June 11, 2014, is made by Timberline Manufacturing Company, a Texas corporation (“**Seller**”), having offices located at 3255 Executive Boulevard, Suite 108, Beaumont, Texas 77705, in favor of Dover Energy Automation, LLC, a Delaware limited liability company (“**Purchaser**”), having offices located at 1815 South Meyers Road, Suite 400, Oakbrook Terrace, Illinois 60181.

RECITAL

Pursuant to the terms of that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), by and among Purchaser, Seller and the shareholders of Seller, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including without limitation the U.S. Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the following (collectively, the “**Assigned Patent**”):

(a) the patent set forth in Schedule 1 attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including without limitation the execution of any documents, files, registrations or other similar items, to ensure that the Assigned Patent is properly assigned to Purchaser, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patent are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Patent Assignment may be executed in multiple counterparts (including execution by facsimile or scanned email signature), each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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

6. **Governing Law.** This Patent 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 Patent 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signatures appear on following page.]

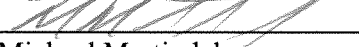
IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed by their duly authorized representatives as of the date first written above.

“Seller”

“Purchaser”

TIMBERLINE MANUFACTURING COMPANY

DOVER ENERGY AUTOMATION, LLC

By: 
 Michael Martindale
 President

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS)
)
 COUNTY OF JEFFERSON)

ss:

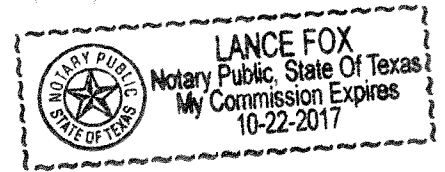
The foregoing instrument was acknowledged before me this 5th day of JUNE, 2014, by Michael Martindale, as President of Timberline Manufacturing Company, a Texas corporation.

Witness my hand and official seal.

My commission expires:

10-22-2017


 Notary Public



STATE OF _____)
)
 COUNTY OF _____)

ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Dover Energy Automation, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires:

 Notary Public

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed by their duly authorized representatives as of the date first written above.

“Seller”

“Purchaser”

TIMBERLINE MANUFACTURING COMPANY

DOVER ENERGY AUTOMATION, LLC

By: _____
Michael Martindale
President

By: MEW West
Name: Math West
Title: VP

STATE OF TEXAS)
)
COUNTY OF JEFFERSON)

ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael Martindale, as President of Timberline Manufacturing Company, a Texas corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF Illinois)
)
COUNTY OF Du Page)

ss:

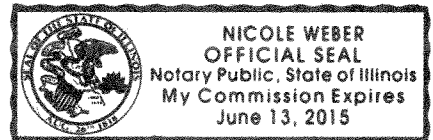
The foregoing instrument was acknowledged before me this 11th day of June, 2014, by Math West, as VP of Dover Energy Automation, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: June 13, 2015

Nicole Weber
Notary Public

Signature Page to Patent Assignment Agreement



SCHEDULE 1

ASSIGNED PATENT

<u>U.S. Patent No.</u>	<u>Publication Date</u>	<u>Filed Date</u>	<u>Title</u>
8,517,691	August 27, 2013	September 9, 2010	Apparatus/method for temperature controlled methanol injection in oil and gas production streams