

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3381148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE BERGQUIST TORRINGTON COMPANY	03/25/2015

RECEIVING PARTY DATA

Name:	HENKEL IP & HOLDING GMBH
Street Address:	HENKELSTRASSE 67
City:	DUSSELDORF
State/Country:	GERMANY
Postal Code:	40589

PROPERTY NUMBERS Total: 41

Property Type	Number
Application Number:	13277269
Application Number:	13656227
PCT Number:	US2012061302
Application Number:	61501535
Application Number:	13534722
Application Number:	13656812
PCT Number:	US2012044380
Application Number:	61356374
Application Number:	13163385
PCT Number:	US2011040925
Application Number:	61242853
Application Number:	12876619
Application Number:	12172789
Application Number:	61000554
Application Number:	12259184
PCT Number:	US2008081372
Application Number:	61000460
Application Number:	12259180
PCT Number:	US2008081371
Application Number:	11941725

PATENT

Property Type	Number
PCT Number:	US2008083639
Application Number:	11941426
PCT Number:	US2008083611
Application Number:	10788106
Application Number:	10754284
Application Number:	11923102
Application Number:	60508411
Application Number:	10874924
Application Number:	10700308
Application Number:	10057622
Application Number:	10978228
Application Number:	60270932
Application Number:	10080200
Application Number:	12100063
Application Number:	09670777
PCT Number:	US2001026987
Application Number:	60238143
Application Number:	09971529
Application Number:	08661590
Application Number:	29521173
Application Number:	07408744

CORRESPONDENCE DATA

Fax Number: (612)339-8200

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: 612-339-8300

Email: haugenmail@haugenlaw.com

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Address Line 1: 121 SOUTH EIGHTH STREET

Address Line 2: 1130 TCF TOWER

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER: MARK J. BURNS

SIGNATURE: /Mark J. Burns/

DATE SIGNED: 06/03/2015

Total Attachments: 13

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IP ASSIGNMENT

between

The Bergquist Torrington Company

and

Henkel IP & Holding GmbH

IP ASSIGNMENT
("Agreement")

between

The Bergquist Torrington Company, a company duly organized and existing under the laws of Minnesota, USA, having its principal place of business at 89 Commercial Blvd # 1, Torrington, CT 06790, USA

- hereinafter referred to as "**BQT**" or "**Assignor**" -

and

Henkel IP & Holding GmbH, a company duly organized and existing under the laws of Germany, having its principal place of business Henkelstraße 67, 40589 Düsseldorf, Germany

- hereinafter referred to as "**Henkel IP GmbH**" or "**Assignee**" -

Preamble

This Agreement covers the Intellectual Property and IP Rights to be assigned from BQT to Henkel IP GmbH. By means of this Agreement certain registered and unregistered Intellectual Property and IP Rights which were assigned to BQT shall be assigned to Henkel IP GmbH.

§ 1

Definitions

"Technology" shall mean all technology owned or used by BQT.

"Effective Date" of the transfer and assignment of the IP shall be March 31, 2016.

"IP" or **"Intellectual Property"** shall mean all patents (including the Patents set forth in Exhibit 1), utility patents, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyrights, unregistered designs and any other similar rights situated in any country in the world, including Know-How, but excluding trademarks, trade names, business designations and other name related rights.

"IP Rights" shall mean intellectual property rights, including but not limited to licenses or other similar rights or claims.

"Know-How" shall mean know-how, inventions, confidential information, trade and business secrets, ideas, work, technology (including technology in development), innovations, creations, concepts, development drawings, research, analysis, experiments, data, formulas, enhancements, updates, methods, procedures, processes, process technology, specifications, systems, techniques, recipes, manufacturing requirements, flow charts, quality control standards and other information, for which no registration, record or right as patent, copyright, industrial design or similar proprietary right has been obtained or applied.

"Patents" means those patent properties set forth in Exhibit 1.

§ 2

Assignment of IP Rights

2.1 As of the Effective Date, Assignor hereby assigns, transfers and sells to Assignee for good and valuable consideration, the receipt of which is hereby acknowledged, any and all IP and IP Rights (hereinafter **"Assigned IP Rights"**), including but not limited to

- (i) patents including but not limited to the Patents set forth in Exhibit 1, which shall include all patent properties and any reissues, reexamination confirmations, divisions, continuations, extensions, corrections and renewals issuing therefrom, and the right of priority as

appropriate thereto under the terms of the International Convention for the Protection of Industrial Property;

- (ii) Know-How;
- (iii) all other Intellectual Property;
- (iv) any current or future claims of BQT regarding the transfer of IP Rights relating to IP which Assignor may have;
- (v) any claims vis-à-vis third parties arising from the use, exploitation or violation of the Assigned IP Rights, in particular any compensation claims for past infringement, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of Assigned IP Rights as well as any claims derived from a transfer of use to third parties; and
- (vi) any current or future claims vis-à-vis third parties which Assignor may have in relation to the licensing of the Assigned IP Rights, including in particular any current and future claims of Assignor for license fees, royalties or claims for indemnity.

- 2.2 Assignee hereby accepts such assignment of Assigned IP Rights.
- 2.3 As of the Effective Date, Assignee will be responsible for the costs related to the maintenance, prosecution, defense and all other future costs of the Assigned IP Rights.
- 2.4 In the event that it is found that Exhibit 1 hereto contains inadvertent errors of omission or inclusion, Assignor and Assignee agree that it may be amended by mutual agreement, the Parties acting in good faith, by the addition or deletion of patents.

§ 3

Registration of Assigned IP Rights

- 3.1 Assignee is entitled to apply for the recordal of the change of ownership and/or the registration of the assignment of the Assigned IP Rights

hereunder in its own name with the relevant patent office or any other authorities where the Assigned IP Rights are registered or where the respective applications are pending.

- 3.2 Assignor shall provide Assignee with such assistance as Assignee may require, including but not limited to executing all such documents, forms and authorizations as may be required and in the form required by Assignee, to enable Assignee to record the change of ownership and/or to register the assignment of the Assigned IP Rights.
- 3.3 Assignor shall provide the Assignee with such assistance as the Assignee may reasonably require, including but not limited to executing all such documents, forms and authorizations as may be required, to enable Assignee to prosecute and maintain the Assigned IP Rights during the period when the assignment and transfer of the Assigned IP Rights to the Assignee pursuant to Section 2 is being registered at the relevant patent offices.
- 3.4 Any fees incurred in the registration of the assignment or the recordal of change of ownership will be borne by Assignee.

§ 4

Files, Provision of Information

- 4.1 Subject to Section 7 Assignee shall be granted physical possession and/or legal possession and/or unrestricted access to the Assigned IP Rights as per the Effective Date.
- 4.2 To the extent it is requested by Assignee, Assignor shall provide Assignee with all files in its possession, custody or control regarding Assigned IP Rights including, but not limited to all files regarding patents and all files regarding Know-How. As of the Effective Date, title to all files regarding the Assigned IP Rights is transferred to Assignee, and title to all documents to be received or drafted after the Effective Date shall be transferred to

Assignee upon receipt thereof by the Assignor, or upon drafting of such documents.

- 4.3 As of the Effective Date and during the period when the assignment is being registered and/or recorded at the relevant patent offices, Assignor will instruct their patent agents and foreign correspondents retained by Assignor in connection with the prosecution and/or maintenance of the Assigned IP Rights that all records and correspondence with the patent offices, Assignor or any patent agent and foreign correspondents relating to the Assigned IP Rights are to be held in custody of Assignee and Assignee shall direct the actions to be taken on all such Assigned IP Rights.
- 4.4 To the extent that Assignor is aware that any of the Assigned IP Rights is the subject of a dispute or is being contested, used in an unauthorized way, impaired or otherwise endangered or compromised due to third party activity, Assignor shall so notify Assignee in writing without undue delay. Assignor furthermore undertakes to inform Assignee of any notification and any correspondence with the relevant patent office or any other registration authorities. Assignor shall deliver copies of such notifications or correspondence to Assignee.

§ 5

Representations and Warranties

Assignor represents and warrants that it has no present knowledge from which it can be inferred that (i) any of the Assigned IP Rights are invalid, (ii) Assignor is not entitled to assign to Assignee the Assigned IP Rights, (iii) the exercise of the Assigned IP Rights infringes rights of third parties, or (iv) the Assigned IP Rights are subject to any lien, security interest, encumbrance or pledge.

§ 6

Rights of Use and Prohibition of Use

- 6.1 As of the Effective Date, as between Assignor and Assignee, Assignee shall be fully entitled to exploit and use the Assigned IP Rights (including Know-How) without restriction. As of the Effective Date, any and all rights of beneficial use regarding the Assigned IP Rights as well the entitlement to any and all economic benefits existing or arising in connection with the Assigned IP Rights shall vest in Assignee.
- 6.2 As of the Effective Date, as between Assignor and Assignee, Assignor shall be prohibited from using the Assigned IP Rights (including Know-How) without limitation. As of the Effective Date, any and all rights of Assignor regarding the use of the Assigned IP Rights (including Know-How) shall cease to exist. Any and all Know-How assigned by Assignor to Assignee shall continue to be kept strictly confidential by the Assignor, even after the Effective Date.

§ 7

Export Control Laws

The Assigned IP Rights may be subject to U.S. export controls. The parties agree that the change of ownership of the Assigned IP Rights will be compliant with U.S. export controls. The U.S. export controls applicable to most of the Assigned IP Rights are minimal, so access to those Assigned IP Rights will be available to Assignee and most Henkel personnel worldwide. The U.S. export controls applicable to a limited number of the Assigned IP Rights require prior authorization from the U.S. government to be transferred or otherwise exported to a foreign person either inside or outside of the United States. The current physical possession and access (including potential access) to the Assigned IP Rights and current export control processes and procedures applicable to the Assigned IP Rights will remain in force and will be administered by the Henkel Corporation

Global Trade Group located in the United States. Any change in the physical possession or access or the current export control processes and procedures must be approved by the Henkel Corporation Global Trade Group.

§ 8

Miscellaneous

- 8.1 Should any provision of this Agreement be or become wholly or in part invalid or unenforceable, the remaining parts of this Assignment shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible to the economic purpose of the invalid or unenforceable provision.
- 8.2 Any amendments to this Agreement (including this subsection) shall be invalid, unless they are made in writing.
- 8.3 All costs and expenses arising from this Agreement or from amendments thereof and any costs arising from the enforcement or preservation of Assignee's rights hereunder shall be borne by Assignee.
- 8.4 This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of Germany. The UN Convention on Contracts for the International Sale of Goods ("CISG") shall be excluded. Exclusive place of jurisdiction shall be Düsseldorf, Germany.

8.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party.

The Bergquist Torrington Company

Henkel IP & Holding GmbH

By: [Signature]

By: [Signature]

Name: James Plawacki

Name: Michael Todd

Title: President

Title: Managing Director

Date: 3/25/2015

Date: March 30, 2015

By: [Signature]

By: [Signature]

Name: Danette Kriehn

Name: Stefan Kucken

Title: Contracts Manager

Title: Managing Director

Date: 3/25/2015

Date: March 31, 2015

Exhibit 1

List of Patents

Bergquist - Torrington - Patents

Patent Title	Country	Filing Date	Application No.	Publication Date	Publication No.	Issue Date	Grant No.	Inventors
Double Inlet Centrifugal Blower with Peripheral Motor	United States	2011-10-20	13/277269	2013-04-25	US-2013-0101449			Roger Dickinson - Robert A. Hoyt
	United States	2012-10-19	13/656227	2013-04-25	US-2013-0101451			
	WO	2012-10-22	PCT/US2012/61302	2013-04-25	WO2013/059783			Roger Dickinson - John O'Connor
Cooling Module with Parallel Double Inlet Blowers	United States	2011-06-27	61/501535					
	United States	2012-06-27	13/534722	2012-12-27	US-2012-0327599	2014-07-01	8767400	
	United States	2012-10-22	13/656812	2014-04-24	US-2014-013559			
	WO	2012-06-27	PCT/US2012/44380	2013-01-03	WO2013/003448			
	Europe	2012-06-27	12864638.0	2014-04-30	2724598			
	China	2012-06-27	201280031782.4	2014-07-02	103907407			
	India	2012-06-27	2255AUMNP2013					
Cooling Module with Multiple Parallel Blowers	United States	2010-08-18	61/556374					John F. O'Connor - Roger Dickinson
	United States	2011-06-17	13/169385	2011-12-22	US-2011-0308777			
	WO	2011-06-17	PCT/US2011/40925	2011-12-22	WO2011/160047			
	Germany	2011-06-17	112011102067.8					
Low-Profile Centrifugal Fan	United States	2009-09-16	61/242853					John F. O'Connor - Ian Najman - Michael C. Brauer
	United States	2010-09-07	12/876619	2011-03-17	US-2011-0064570	2014-02-11	8647051	
	Europe	2010-09-15	10/769214	2011-06-22	Z396373			
Sensorless Drive for Unipolar Three Phase Brushless DC Motors	United States	2008-07-14	12/172789	2010-01-14	US-2010-0007297	2010-08-12	777496	Robert G. Brown - Ashut Kumar Das
Device and Method for Assembling Electric Motor	United States	2007-10-26	61/090554					Robert A. Hoyt
	United States	2008-10-27	12/259184	2009-05-28	US-2009-0194726	2011-01-04	7863791	
	WO	2008-10-27	PCT/US2008/815172	2009-04-30	WO 2009/055816			
Device and Method for Mounting Electric Motor Stators	United States	2007-10-26	61/090460					Robert A. Hoyt - David A. Curtis
	United States	2008-10-27	12/259180	2009-05-28	US-2009-0134725	2010-12-28	7859155	
	WO	2008-10-27	PCT/US2008/815171					
	Europe	2008-10-27	08841298.6	2010-07-28	Z210353			
Extrapolation of Back EMF Signals in Brushless DC Motors	United States	2007-11-16	11/941725	2009-05-21	US-2009-0128071	2010-04-06	7692395	Robert G. Brown

Patent Title	Country	Filing Date	Application No.	Publication Date	Publication No	Issue Date	Grant No.	Inventors
	WO	2008-11-14	PCT/US2008/83659	2009-05-22	WO2009/065058			
	Europe	2008-11-14	08850672.0	2010-08-11	2215485			
Shaped Trapezoidal Drive Algorithm for Brushless DC Motors	United States	2007-11-16	11/941426	2009-05-21	US-2009-0128070	2011-05-10	7940620	Robert G. Brown
	WO	2008-11-14	PCT/US2008/83611	2009-05-22	WO2009/065020			
Brushless DC Motor with Reduced Current Ripple	Europe	2008-11-14	08850566.4	2010-08-25	2220758			Robert G. Brown
Machine and Method for Balancing a Member During Rotation	United States	2004-02-25	10/788106	2005-09-08	US-2005-0193886	2007-06-19	7231822	Gary L. Peresada - Christopher E. Hamr - Russel H. Marvin.
Rotatable Member with an Annular Groove for Dynamic Balancing During Rotation	United States	2004-01-09	10/754284	2005-07-14	US-2005-0150322	2007-12-11	7305905	Drew M. Rocky - Russel H. Marvin - John F. O'Connor
	United States	2007-10-24	11/923102	2008-02-14	US-2008-0034858	2009-01-27	7481108	
Zero Radial and Axial Clearance Bearing Assembly	United States	2005-10-02	60/508411					Edwin R. Chadwick - Mitchell Russell - Robert A. Elytt - Russel H. Marvin - Gary Peresada
	United States	2004-06-23	10/874924	2005-04-07	US-2005-0074193	2006-04-04	7021831	John F. O'Connor
Injection Molded Centrifugal Air Impeller	United States	2003-08-29	Not listed					
	United States	2003-10-31	10/700308	2005-05-05	US-2005-0095133			John F. O'Connor
Centrifugal Impeller	United States	2001-10-25	10/057622					John F. O'Connor
Improved Centrifugal Impeller	United States	2004-10-28	10/978228	2005-05-19	US-2005-0103478	2008-03-25	7347252	John F. O'Connor - Roger B. Dickinson - Russel H. Marvin
Centrifugal Blower with Partitioned Scroll	United States	2001-02-26	60/270932					
	United States	2002-02-19	10/080200					
	United States	2008-04-09	12/100063	2011-11-17	US-2011-0280748	2012-03-27	8142147	
Axial Flow Fan	United States	2000-09-27	09/670777			2002-12-10	6491499	Russel H. Marvin - David A. Curtis
	WO	2001-08-30	PCT/US2001/26987	2002-04-04	WO02/0010227191			
	China	2001-08-30	01816463	2004-01-07	1465661	2009-10-07	18164463	
	Great Britain	2001-08-30	0306835.0	2003-06-18	2383096	2004-11-24	2383096	Ann.M. Casper - John F. O'Connor - John F. O'Connor
Light-Weight Electric Motor Driven Fluid Pump Assembly	United States	2000-10-06	60/256143					
	United States	2001-10-04	09/971529	2002-04-11	US-2002-0041814	2003-08-12	6604917	
Air Treatment System	United States	1996-06-11	08/661590			1998-11-24	5840092	BRADLEY G. RICK - JOHN F. O'CONNOR
	United States	1990-05-09	29/521173			1992-11-10	1330937	JOHN F. O'CONNOR
Axial Flow Fan Motor Support for Use in Automobiles and Air Conditioners	United States	1989-09-18	07/408744			1991-02-26	4995787	JOHN F. O'CONNOR
Axial Flow Impeller	Canada	1990-12-15	2032192			2002-05-12	2052192	

Patent Title	Country	Filing Date	Application No.	Publication Date	Publication No.	Issue Date	Grant No.	Inventors
	India							
	Korea	1990-03-24	3952/90			1997-08-18	120394	
	Europe	1990-12-13	90313597.8			1995-11-15	489997	
	Japan	1990-12-17	1990-402900	1992-08-24	1992-234599			
	Mexico	1990-12-20	23852					