503336074 06/04/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3382692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CURTISS-WRIGHT FLOW CONTROL CORPORATION	05/28/2015
PEERLESS INSTRUMENT CO. INC.	05/28/2015

RECEIVING PARTY DATA

Name:	DELTAVALVE, LLC
Street Address:	PHEASANT HOLLOW BUILDING PARK BLDG. 11, 9894 SOUTH JORDAN GATEWAY
City:	SANDY
State/Country:	UTAH
Postal Code:	84070

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7819009

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 312-862-6371

Email: renee.prescan@kirkland.com

RENEE PRESCAN **Correspondent Name:**

Address Line 1: 300 NORTH LASALLE STREET

Address Line 2: KIRKLAND & ELLIS LLP Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-661 RMP
NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	06/04/2015

Total Attachments: 31

source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page1.tif source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page2.tif source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page3.tif

source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page4.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page5.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page6.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page7.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page8.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page9.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page10.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page11.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page12.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page13.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page14.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page15.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page16.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page17.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page18.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page19.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page20.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page21.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page22.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page23.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page24.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page25.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page26.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page27.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page28.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page29.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page30.tif
source=SCP - CW - Downstream - Intellectual Property Assignment Agreement#page31.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into as of May 28, 2015 (the "Effective Date"), by and among Curtiss-Wright Corporation, a Delaware corporation, on behalf of itself and its Affiliates ("CW"), Curtiss-Wright Flow Control Corporation, a New York corporation ("CWFCC"), Peerless Instrument Co. Inc., a New York corporation ("Peerless"), and Curtiss-Wright Flow Control Company Canada ("CW Canada"), on the one hand, and TapcoEnpro, LLC, a Delaware limited liability company ("U.S. Buyer 1"), DeltaValve, LLC, a Delaware limited liability company ("U.S. Buyer 2"), TapcoEnpro UK, Ltd., a private limited company incorporated in England and Wales under registered number 9607620 ("U.K. Buyer") and Groth Equipment Corporation of Louisiana, a Louisiana corporation ("Groquip", and together with U.S. Buyer 1, U.S. Buyer 2, and U.K. Buyer, the "Assignees"), on the other hand. Each of CW, CWFCC, Peerless, CW Canada, U.S. Buyer 1, U.S. Buyer 2, U.K Buyer, and Groquip are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the APA (as defined below).

WHEREAS, Tapco International, Inc., a Delaware corporation ("<u>Tapco</u>") is engaged in the U.S. Business, which includes the TEI Business;

WHEREAS, Curtiss-Wright Flow Control (UK) Limited, a private limited company incorporated in Wales under registered number 04169258 ("CWFC-UK") is engaged in the U.K. Business;

WHEREAS, Groquip is engaged in the Groquip Business;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as the Effective Date (the "APA"), Tapco, CWFC-UK, CW, and Curtiss-Wright Flow Control Service Corporation, a Delaware Corporation, have agreed to sell to the Buyers (a) all of the Purchased Assets and (b) the Purchased Shares;

WHEREAS, each Assignor desires to sell, assign, transfer, convey and deliver to the Buyers all of the Assignors' respective rights, titles, and interests in, to, and under any and all Assigned IP, as set forth in this Assignment;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements, and understandings contain herein and intending to be legally bound, the Assignors and Assignees hereto hereby agree as follows:

1. Assignment.

- (a) Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), all of the Assignors' respective worldwide rights, titles, and interests in, to, and under:
 - (i) the Assigned TEI IP to U.S. Buyer 1;

- (ii) the Assigned U.K. IP to U.K. Buyer;
- (iii) the Assigned Groquip IP to Groquip; and
- (iv) the Assigned U.S. Buyer 2 IP to U.S. Buyer 2,

and hereby waives all moral rights with respect to the Assigned IP.

2. Further Assurances.

- (a) Each of the Assignors shall execute and deliver such further documents and instruments of conveyance and transfer (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office, or any equivalent U.S. or foreign agency, authority, or entity, or any domain name registrar) and take such additional action as Buyers may reasonable request to effect, consummate, confirm, or evidence the transfer to the appropriate Buyers of the Assigned IP, and each Assignor shall execute such documents as may be necessary to assist Buyers in the preserving or perfecting their rights in the Assigned IP. Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity, agency, or registrar to record U.S. Buyer 1, U.S. Buyer 2, U.K. Buyer, or Groquip, as applicable, as the assignee and owner of the applicable Assigned IP.
- (b) Each Assignor hereby grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, United States Copyright Office, or any equivalent U.S. or foreign agency, entity, or authority, or any domain name registrar, for recordation of this Assignment. Assignees shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office, United States Copyright Office, or any other equivalent U.S. or foreign authority, entity, or agency, and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Registrar of Copyrights and any such equivalent authorities, entities or agencies to record U.S. Buyer 1, U.S. Buyer 2, U.K. Buyer, or Groquip, as applicable, as the assignee and owner of the Intellectual Property Rights sold, assigned, transferred, conveyed or delivered to Assignees pursuant to this Assignment.
- Assignees with access to copies of the following in Assignors' possession or under Assignors' control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Assigned IP, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Assigned IP to the extent that they could be deemed to affect the scope, validity, or enforceability of the Assigned IP; and (ii) Assignors' or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Assigned IP throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and

agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

3. <u>Miscellaneous</u>.

- (a) The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
- (b) This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re execute the original form of this Assignment and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.
- (c) The Parties acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of APA, the terms and conditions of the APA shall control. CW represents and warrants to Buyers that CW has all necessary right, power, authority, control, and capacity to bind, or otherwise act on behalf of, all of the Assignor Affiliates with respect to the obligations, assignments and other terms and conditions under this Agreement, such that any provision to which CW binds, or otherwise acts on behalf of, any Assignor Affiliate shall be considered an obligation duly executed and entered into by such Assignor Affiliate and no further authorization, consent or action of such Assignor Affiliate will be necessary to give effect to such provision. Further, each Assignor hereby waives all of its rights arising under, pursuant to, or in connection with any Invention Assignment Right. To the extent that this Assignment is not effective to sell, assign, transfer, convey, or deliver to an Assignee any Assigned IP owned by any Affiliate Assignor, as set forth in Section 1(a), CW hereby agrees to cause such Affiliate Assignor to irrevocably sell, assign, transfer, convey, and deliver to the applicable Assignee, free and clear of all Liens (other than Permitted Liens), all of such Affiliate Assignor's respective worldwide, rights, titles, and interest in, to, and under such Assigned IP.

- 4. <u>Definitions</u>. For purposes of this Assignment, the following terms have the following meanings:
- "Affiliate Assignors" means CW's Affiliates (including CWFCC, Peerless, and CW Canada), other than Tapco, CWFC-UK, and Groquip.
- "Ancillary IP Rights" means, with respect to any Intellectual Property Rights, all of each of the Assignors' respective interests in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.
- "Assigned Groquip IP" means all Assigned U.S. IP that is exclusively used in or was developed exclusively for use in the Groquip Business (including (i) the Intellectual Property Rights set forth on Schedule 3 hereto and (ii) all Invention Assignment Rights exclusively related to the Groquip Business), together with all Ancillary IP Rights with respect thereto.
- "Assigned IP" means all Intellectual Property Rights owned by any Assignor that are used or were developed for use in any of the Businesses or the Groquip Business (including (i) the Intellectual Property Rights set forth on any of Schedules 1 through 4, and (ii) all Invention Assignment Rights), together with all Ancillary IP Rights with respect thereto. The Assigned IP shall not include the "Curtiss-Wright" Trademark or any other Intellectual Property Rights that are Excluded Assets.
- "Assigned TEI IP" means all Assigned U.S. IP that is exclusively used in or was developed exclusively for use in the TEI Business (including (i) the Intellectual Property Rights set forth on Schedule 1 hereto and (ii) all Invention Assignment Rights exclusively related to the TEI Business), together with all Ancillary IP Rights with respect thereto.
- "Assigned U.K. IP" means all Assigned IP that is exclusively used in or was developed exclusively for use in the U.K. Business (including (i) the Intellectual Property Rights set forth on Schedule 4 hereto and (ii) all Invention Assignment Rights exclusively related to the U.K. Business), together with all Ancillary IP Rights with respect thereto.
- "Assigned U.S. Buyer 2 IP" means all Assigned U.S. IP (other than the Assigned TEI IP and Assigned Groquip IP, but including the Intellectual Property Rights set forth on Schedule 2 hereto), together with all Ancillary IP Rights with respect thereto.
 - "Assigned U.S. IP" means all Assigned IP other than the Assigned U.K. IP.
- "Assignors" means CW (on behalf of itself and the Affiliate Assignors) and the Affiliate Assignors.
- "Invention Assignment Rights" means all rights of any Assignor arising under, pursuant to, or in connection with any assignment of Intellectual Property Rights or confidentiality or non-compete agreements, including in the form (or substantially in the form) of any of CW's or any of its Affiliates' Non-Compete, Proprietary Information and Inventions Agreement, by any

current or former employee of CW or any of CW's Affiliates (including any Transferred Employees, U.K. Business Employees, and employees of Groquip) to the extent in connection with any of the Businesses or the Groquip Business.

* * * * *

[Remainder of page intentionally left blank]

CURTIS	S-WRIGHT/CORPORATION
Ву:	
Name: 🗍	HRRY THRUDOWITZ
1000	
CURTIS	S-WRIGHT FLOW CONTROL CORPORATION
Ву:	
Name:	
Title:	
By:	ESS INSTRUMENT CO. INC.
Name:	
CURTIS	S-WRIGHT FLOW CONTROL COMPANY CANADA
8y:	
Name:	
Title	

Signature Page to Intellected Property Assignment Agreement

PATENT

REEL: 035787 FRAME: 0155

CURT	ISS-WRIGHT CORPORATION
By:	
Name:	
Title:	
CURT	ISS-WRIGHT FLOW CONTROL CORPORATION
By:	
Name:	Contrator I
Title:	TANTON HOLDEN
	en e
PEER	LESS INSTRUMENT CO. INC.
By:	
Name:	
Title:	
CURT	ISS-WRIGHT FLOW CONTROL COMPANY CANADA
By:	
Name:	
Title:	

Signature Page to Intellectual Property Assignment Agreement

CUKIIS	S-WRIGHT CORPORATION
Ву:	
Name:	
Title:	
CURTIS	S-WRIGHT FLOW CONTROL CORPORATION
8y:	
Vame:	
Title:	
PEERLI	SS INSTRUMENT CO. INC.
A CONTRACTOR OF THE PARTY OF TH	
3y:	
Name:	
l'itle:	
	\mathcal{U}
CURTIS	S-WRIGHT FLOW CONTROL COMPANY CANAD
Ву:	
Name: _	
Title:	

Signature Page to Intellectial Property Assignment Agreement

REEL: 035787 FRAME: 0157

CURTIS	S-WRIGHT CORPORATION
By:	
Name:	
Title:	
CURTIS	S-WRIGHT FLOW CONTROL CORPORATION
Ву:	
Name:	
Title:	
By:	SS INSTRUMENT CO. INC.
Name:	
Title:	
CURTIS	S-WRIGHT FLOW CONTROL COMPANY CANADA
By:	
	15 6 5 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	And had been her

Signature Page to Intellectual Property Assignment Agreement

TAPC	OENPRO, LC)
By:	
Name:	Jared D. Wien
Title:	Vice President
DELT	AVALVE, LLC
By:	
	Jared D. Wien
	Vice President
TAPC	POUNTRO UK LTD.
By:	
	Jargd D. Wien
	Director
GRO	TH EQUIPMENT CORPORATION OF LOUISIANA
By:	
Name	
Title:	

REEL: 035787 FRAME: 0159

TAPCO	DENPRO, LLC
By:	
Name:	Jared D. Wien
Title:	Vice President
DELTA	AVALVE, LLC
Ву:	
Name: .	Jared D. Wien
Title:	Vice President
65	DENPRO UK, LTD.
	Jared D. Wien
Title: 1	Director
GROTI	EQUIPMENT CORPORATION OF LOUISIANA
Ву:	atoli i
	1200 1 20 De H
Fitte: _	<u> </u>

Signature Page to Intellectual Property Assignment Agreement

SCHEDULE 1

Patents and Patent Applications

Title	Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Butterfly Valve with Offset Stem	US	09/033,420	3/2/1998	5,979,870	11/9/1999	Curtiss-Wright Flow Control Corporation
Iron Ore Slide Valve with Internal Support Clamp	US	09/024,964	2/12/1998	6,109,590	8/29/2000	Curtiss-Wright Flow Control Corporation
Iron Ore Slide Valve with Internal Support Clamp	EP Germany	99906883.6	2/10/1999	1053422	3/23/2005	Curtiss-Wright Flow Control Corporation
Iron Ore Slide Valve with Internal Support Clamp	EP Italy	99906883.6	2/10/1999	1053422	3/23/2005	Curtiss-Wright Flow Control Corporation
Plug Valve	US	10/916,713	8/12/2004	6,892,748	5/17/2005	Curtiss-Wright Flow Control Corporation
Plug Valve EXPIRED	US	08/971,918	11/18/1997	RE36,121	3/2/1999	Curtiss-Wright Flow Control Corporation
Slide Valve with Welded Internals	US	09/376,119	8/17/1999	6,050,288	4/18/2000	Curtiss-Wright Flow Control Corporation
Slide Valve with Welded Internals	EP Germany	00918473.0	3/28/2000	1212558	7/13/2005	Curtiss-Wright Flow Control Corporation
Slide Valve with Welded Internals	EP Italy	00918473.0	3/28/2000	1212558	7/13/2005	Curtiss-Wright Flow Control Corporation

Trademark Registrations and Applications

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
TAPCO	European	000498998	3/27/1999	000498998	6/7/1999	Curtiss-Wright
	Union					Flow Control
						Corporation
TAPCO	India	928682	5/31/2000	928682	5/31/2000	Curtiss-Wright
						Flow Control
						Corporation
TAPCO	United	2,152,901	12/5/1997	2,152,901	1/29/1999	Curtiss-Wright
	Kingdom					Flow Control
						Corporation

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
TAPCO	US	75/936,738	3/6/2000	2,501,579	10/30/2001	Curtiss-Wright Flow Control Corporation
TAPCO AND DESIGN	Australia	N/A	6/16/1998	764733	2/19/1999	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923566	2/17/2007	5923566	11/7/2009	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923565	2/17/2007	5923565	1/28/2010	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923583	2/17/2007	5923583	12/14/2009	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923582	2/17/2007	5923582	6/28/2010	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923581	2/17/2007	5923581	2/21/2012	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	5923580	2/17/2007	5923580	12/14/2010	Curtiss-Wright Flow Control Corporation
TAPCO INTERNATIONAL	China	6409101	11/30/2007	6409101	7/7/2010	Curtiss-Wright Flow Control Corporation
ENPRO	China	5923579	2/17/2007	5923579	1/28/2010	Curtiss-Wright Flow Control Corporation
ENPRO	China	5923578	2/17/2007	5923578	1/28/2010	Curtiss-Wright Flow Control Corporation
ENPRO	China	5923575	2/17/2007	5923575	6/28/2010	Curtiss-Wright Flow Control Corporation
ENPRO	China	5923593	2/17/2007	5923593	11/21/2010	Curtiss-Wright Flow Control Corporation
ENPRO	China	6409102	11/30/2007	6409102	2/28/2011	Curtiss-Wright Flow Control Corporation
TAPCO ENPRO INTERNATIONAL and Design	U.S.	78/951813	8/14/2006	3570858 2/3/2009		Curtiss-Wright Flow Control Corporation

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
ENPRO	China	5923574	2/17/2007	5923574	7/28/2010	Curtiss-Wright
						Flow Control
						Corporation
ENPRO	China	5923576	2/17/2007			Curtiss-Wright
						Flow Control
						Corporation
ENPRO	China	5923577	2/17/2007	5923577	12/14/2009	Curtiss-Wright
						Flow Control
						Corporation
TAPCO	China	5923564	2/17/2007			Curtiss-Wright
INTERNATIONAL						Flow Control
						Corporation

Domain Names

Domain Name	Expires	Registrant
TAPCOENPRO.COM	8/2/2016	Curtiss-Wright Corporation

SCHEDULE 2

Patents and Patent Applications

Center Feed System

Country	Appin. No.	Filing Date	Patent No.	Issue Date	Owner
Brazil	1008754-0	2/11/2010			Curtiss-Wright
					Flow Control
	0.710.116	1011110010			Corporation
Canada	2,749,146	2/11/2010			Curtiss-Wright
					Flow Control
					Corporation
China (People's	201080007568.6	2/11/2010	ZL201080007568.6	3/12/2014	Curtiss-Wright
Republic)					Flow Control
		<u> </u>		<u> </u>	Corporation
European Patent	10741703.2	2/11/2010			Curtiss-Wright
					Flow Control
					Corporation
India	4986/DELNP/2011	2/11/2010			Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US10/23851	2/11/2010	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
Russian	2011137397	2/11/2010	2471851	1/10/2013	Curtiss-Wright
Federation					Flow Control
					Corporation
US	12/703,644	2/10/2010	8,545,680	10/1/2013	Curtiss-Wright
					Flow Control
					Corporation
US	12/369,691	2/11/2009	8,702,911	4/22/2014	Curtiss-Wright
					Flow Control
					Corporation

Center Feed System Employing Removable Inserts in a Retractable Injection Nozzle

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,871,071	4/30/2013			Curtiss-Wright Flow Control Corporation
China	201380022504.7	4/30/2013			Curtiss-Wright Flow Control Corporation

Country	Appin. No.	Filing Date	Patent No.	Issue Date	Owner
European Patent	13784991.5	4/30/2013			Curtiss-Wright
ī.					Flow Control
					Corporation
India	2430/MUMNP/2014	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Japan	2014-543642	4/30/2013			Curtiss-Wright
-					Flow Control
					Corporation
Korea, Republic	10-2013-7028883	4/30/2013			Curtiss-Wright
of					Flow Control
					Corporation
Mexico	MX/a/2014/013140	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Russia		4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US13/38955	4/30/2013	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
US	13/874,251	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation

Center Feed Technology

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Brazil	0924362-3	2/12/2009			Curtiss-Wright
					Flow Control
					Corporation
Canada	2,749,025	2/12/2009	2,749,025	12/24/2013	Curtiss-Wright
					Flow Control
					Corporation
China (People's	200980156635.8	2/12/2009	ZL200980156635.8	12/11/2013	Curtiss-Wright
Republic)					Flow Control
_					Corporation
European Patent	09840142.5	2/12/2009			Curtiss-Wright
_					Flow Control
					Corporation
India	4985/DELNP/2011	2/12/2009			Curtiss-Wright
					Flow Control
					Corporation

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Patent Cooperation Treaty	PCT/US09/33923	2/12/2009	EXPIRED		Curtiss-Wright Flow Control Corporation
Russian Federation	2011137396	2/12/2009	2471850	1/10/2013	Curtiss-Wright Flow Control Corporation

Cycle Valve For Use In Hydromethanation Process

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	14/534,515		Unpublished		Curtiss-Wright Flow Control Corporation

Coke Drum Bottom De-heading System

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	11/151,055	6/13/2015	8,679,299	3/25/2014	Curtiss-Wright
					Flow Control
					Corporation
US	90/008,209	10/13/2006	Reissue of	11/15/2005	Curtiss-Wright
			6,964,727		Flow Control
					Corporation
US	09/946,917	9/5/2001	6,565,714	5/20/2003	Curtiss-Wright
					Flow Control
					Corporation
US	13/460,672	4/30/2012	8,936,701	1/20/2015	Curtiss-Wright
					Flow Control
					Corporation
US	10/442,673	5/20/2003	6,964,727	11/15/2005	Curtiss-Wright
					Flow Control
					Corporation

Coke Drum Bottom Throttling Valve and System

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,497,562	10/10/2003	2,497,562	8/12/2008	Curtiss-Wright
					Flow Control
					Corporation

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
China	200380100706.5	10/10/2003	100587028	2/3/2010	Curtiss-Wright
					Flow Control
					Corporation
European Patent	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
France	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
Germany	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
India	164/MUMNP/2005	10/10/2003	209822	9/6/2007	Curtiss-Wright
					Flow Control
					Corporation
Italy	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
Mexico	2005/002525	10/10/2003	255082	3/5/2008	Curtiss-Wright
					Flow Control
					Corporation
Russian	2005106250	10/10/2003	2300549	5/18/2011	Curtiss-Wright
Federation					Flow Control
					Corporation
Russian	2007103548	1/30/2007	2434046	11/20/2011	Curtiss-Wright
Federation					Flow Control
					Corporation
Spain	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
United Kingdom	03809551.9	10/10/2003	1590422	4/3/2013	Curtiss-Wright
					Flow Control
					Corporation
US	10/274,280	10/18/2002	6,843,889	1/18/2005	Curtiss-Wright
					Flow Control
					Corporation
US	10/873,022	11/1/2004	7,033,460	4/25/2006	Curtiss-Wright
					Flow Control
					Corporation
US	11/353,299	2/13/2006	7,399,384	7/15/2008	Curtiss-Wright
					Flow Control
	ļ	<u> </u>			Corporation
Venezuela	1794-2003	10/17/2013			Curtiss-Wright
					Flow Control
	***************************************				Corporation

Coke Drum Skirt

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	12/018,468	1/23/2008	7,871,500	1/18/2011	Curtiss-Wright
					Flow Control
					Corporation

Deheader Valve Installation System and Method

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,548,810	12/1/2004	2,548,810	5/17/2011	Curtiss-Wright
					Flow Control
					Corporation
China	200480041476.4	12/1/2004	1914003	6/9/2010	Curtiss-Wright
					Flow Control
					Corporation
European Patent	04812648.6	12/1/2004			Curtiss-Wright
					Flow Control
					Corporation
India	3311/DELNP/2006	12/1/2004			Curtiss-Wright
					Flow Control
					Corporation
US	10/997,034	11/24/2004	7,357,848	4/15/2008	Curtiss-Wright
					Flow Control
					Corporation

Delayed Coker Isolation Valve Systems

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,619,482	8/8/2006	2,619,482	6/25/2013	Curtiss-Wright
					Flow Control
					Corporation
China (People's	200680037613.6	8/8/2006	ZL200680037613.	12/11/2013	Curtiss-Wright
Republic)			6		Flow Control
					Corporation
European Patent	06801189.9	8/8/2006			Curtiss-Wright
					Flow Control
***************************************					Corporation
India	1500/DELNP/2008	8/8/2006			Curtiss-Wright
					Flow Control
					Corporation
Mexico	MX/a/2008/02003	8/8/2006			Curtiss-Wright
					Flow Control
					Corporation
Russian	2008109243	8/8/2006	2383805	3/10/2010	Curtiss-Wright
Federation					Flow Control
					Corporation
US	11/202,883	8/12/2005	8,282,074	10/9/2012	Curtiss-Wright
					Flow Control
					Corporation

Electric Actuator for Coke Drum Unheading Valve

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Patent	PCT/US13/38947	4/30/2013	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
Canada	2,871,066	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Germany	11 2013 002 262	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
India	2430/MUNMP/2014	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Mexico	MX/a/2014/013133	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
Russia	2014148182	4/30/2013			Curtiss-Wright
					Flow Control
					Corporation
US	13/646,480	10/5/2012			Curtiss-Wright
					Flow Control
					Corporation

Ethylene Production Isolation Valve Systems

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	12/043,855	3/6/2008	8,123,197	2/28/2012	Curtiss-Wright Flow Control Corporation

Flushing System for Use in Delayed Coking Systems

Country	Appln. No.	Filing	Patent No.	Issue Date	Owner
		Date			
US	13/656,535	10/19/2012			Curtiss-Wright
					Flow Control
					Corporation

Improved Coke Drum Bottom De-heading System

Country	Appln. No.	Filing	Patent No.	Issue Date	Owner	
		Date				

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
China (People's Republic	200510129657.9	12/14/2005	ZL200510129657.9	1/15/2014	Curtiss-Wright Flow Control Corporation
European Patent	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
European Patent	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Belgium	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
France	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
France	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Germany	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
Germany	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
India	683/MUMNP/2003	3/11/2002	205246	4/27/2007	Curtiss-Wright Flow Control Corporation
Ireland	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Italy	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
Italy	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Luxembourg	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Monaco	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
Spain	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
Switzerland	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Turkey	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
United Kingdom	08021066.9	3/11/2002	2045310	7/9/2014	Curtiss-Wright Flow Control Corporation
United Kingdom	02750600.5	3/11/2002	1379604	2/24/2010	Curtiss-Wright Flow Control Corporation
US	10/096,301	3/11/2002	6,660,131	12/9/2003	Curtiss-Wright Flow Control Corporation

Linked Coke Drum Skirt

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
India	7458/DELNP/2011	9/28/2011			Curtiss-Wright
					Flow Control
					Corporation

Linked Coke Drum Support

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Brazil	800120037315	3/17/2010			Curtiss-Wright
					Flow Control
					Corporation
Canada	2755937	3/17/2010	2755937	11/5/2013	Curtiss-Wright
			! ! ! !		Flow Control
					Corporation
China	201080012948.9	3/17/2010	102439115	12/11/2013	Curtiss-Wright
					Flow Control
					Corporation
Japan	2012-500930	3/17/2010	5586681	9/10/2014	Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US10/27694	3/17/2010	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
Russian	2011142318	3/17/2010	2490304	8/20/2013	Curtiss-Wright
Federation					Flow Control
					Corporation
US	12/408,582	3/20/2009	8,440,057	5/14/2013	Curtiss-Wright
					Flow Control
					Corporation

Non-Rising Electric Actuated Valve Operator

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,755,988	3/22/2010			Curtiss-Wright
					Flow Control
					Corporation
China (People's	201080013680.0	3/22/2010	ZL201080013680.0	11/19/2014	Curtiss-Wright
Republic					Flow Control
					Corporation
European Patent	10756669.7	3/22/2010			Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US10/28170	3/22/2010	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
Russian	2011142758	3/22/2010	2489630	8/10/2013	Curtiss-Wright
Federation					Flow Control
					Corporation
US	12/728,088	3/19/2010	8,851,451	10/7/2014	Curtiss-Wright
					Flow Control
					Corporation

Remotely Controlled Decoking Tool Used in Coke Cutting Operations

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,624,975	10/5/2010	2,624,975	7/2/2013	Curtiss-Wright
					Flow Control
					Corporation
China	200680045035.0	10/5/2006	101321846	4/17/2013	Curtiss-Wright
					Flow Control
					Corporation
European Patent	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Belgium	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
France	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Germany	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
United Kingdom	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Ireland	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
India	3810/DELNP/2008	10/5/2010			Curtiss-Wright
					Flow Control
					Corporation
Italy	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Luxembourg	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Mexico	MX/a/2008/004531	10/5/2010	302964	9/3/2012	Curtiss-Wright
					Flow Control
					Corporation
Monaco	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US06/39008	10/5/2006	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
Switzerland	06816333.6	10/5/2006	1931748	8/20/2014	Curtiss-Wright
					Flow Control
					Corporation
US	12/348,756	1/5/2009	8,197,644	6/12/2012	Curtiss-Wright
					Flow Control
					Corporation
US	12/348,768	1/5/2009	8,679,298	3/25/2014	Curtiss-Wright
					Flow Control
			i 		Corporation
US	11/245,384	10/6/2005	7,473,337	1/6/2009	Curtiss-Wright
					Flow Control
					Corporation

Seat and Valve Systems for Use in Delayed Coker System

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2,806,649	8/2/2010	2,806,649	3/31/2015	Curtiss-Wright
					Flow Control
					Corporation
Patent	PCT/US10/44128	8/2/2010	EXPIRED		Curtiss-Wright
Cooperation					Flow Control
Treaty					Corporation
US	12/848,013	7/30/2010	8,459,608	6/11/2013	Curtiss-Wright
					Flow Control
					Corporation

Seat System for Coke Drum Deheading Valve

	Country	Appln. No.	Filing	Patent No.	Issue Date	Owner	
--	---------	------------	--------	------------	------------	-------	--

		Date		
US	13/874,103	4/30/2013		Curtiss-Wright
				Flow Control
				Corporation

Systems and Methods for Deheading a Coke Drum

Country	Appln. No.	Filing	Patent No.	Issue Date	Owner
		Date			
US	10/983,417	11/8/2004	7,459,063	12/2/2008	Curtiss-Wright
					Flow Control
					Corporation

Systems and Methods for Providing Continuous Containment of Delayed Coker Unit Operations

ľ	Country	Appln. No.	Filing	Patent No.	Issue Date	Owner
			Date			
ſ	US	11/111,480	4/20/2005	7,632,381	12/15/2009	Curtiss-Wright
						Flow Control
						Corporation

Systems and Methods for Remotely Determining and Changing Cutting Modes During Decoking

Country	Appin. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2568255	12/13/2004	2568255	8/16/2011	Curtiss-Wright Flow Control
					Corporation
China	200480042813.1	12/13/2004	1997807	9/7/2011	Curtiss-Wright
					Flow Control
					Corporation
China	201110200343	12/13/2004	102337146	6/11/2014	Curtiss-Wright
					Flow Control
					Corporation
European	07018465.0	12/13/2004			Curtiss-Wright
Patent					Flow Control
					Corporation
European	04813866.3	12/13/2004	1753933	6/23/2010	Curtiss-Wright
Patent					Flow Control
					Corporation
France	04813866.3	12/13/2004	1753933	6/23/2010	Curtiss-Wright
					Flow Control
					Corporation
Germany	04813866.3	12/13/2004	1753933	6/23/2010	Curtiss-Wright
					Flow Control

					Corporation
Italy	04813866.3	12/13/2004	1753933	6/23/2010	Curtiss-Wright
					Flow Control
					Corporation
India	6171/DELNP/2006	10/20/2006			Curtiss-Wright
					Flow Control
					Corporation
Mexico	PA/a/2006/12153	12/13/2004			Curtiss-Wright
					Flow Control
					Corporation

Tangential Dispenser And System For Use Within A Delayed Coking System

Country	Appln. No.	Filing	Patent No.	Issue Date	Owner
		Date			
US	10/411,849	4/10/2003	7,115,190	10/3/2006	Curtiss-Wright Flow Control Corporation

Valve Body and Condensate Holding Tank Flushing Systems and Methods

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	11/682,592	3/6/2007	7,931,044	4/26/2011	Curtiss-Wright
					Flow Control
					Corporation

Valve System and Method for Unheading a Coke Drum

Country	Appln. No.	Filing	Patent No.	Issue Date	Owner
		Date			
US	10/731,874	12/9/2003	8,512,525	8/20/2013	Curtiss-Wright
					Flow Control
					Corporation
US	11/396,982	4/3/2006	7,578,907	8/25/2009	Curtiss-Wright
					Flow Control
					Corporation
US	10/997,834	11/24/200	6,989,081	1/24/2006	Curtiss-Wright
		4			Flow Control
					Corporation

Vibration Monitoring

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
Canada	2619524	8/11/2006			Curtiss-Wright Flow Control

					Corporation
China (People's	200680037542.X	8/11/2006	ZL200680037542.X	2/19/2014	Curtiss-Wright
Republic					Flow Control
					Corporation
India	1501/DELNP/2008	8/11/2006			Curtiss-Wright
					Flow Control
					Corporation
Mexico	MX/a/2008/02002	8/11/2006			Curtiss-Wright
					Flow Control
					Corporation
Russian	2008109210	8/11/2006	2416784	4/20/2011	Curtiss-Wright
Federation					Flow Control
					Corporation

Vibration Monitoring System

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Owner
US	11/679,593	2/27/2007	7,819,009	10/26/2010	Curtiss-Wright Flow Control Corporation and Peerless Instrument Co. Inc.

Trademark Registrations and Applications

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
DeltaDisc	US	75/895,747	12/28/1999	2,548,931	3/19/2002	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAGLIDE	US	78/279,167	7/25/2003	3,002,662	9/27/2005	Curtiss-
						Wright Flow
						Control
						Corporation
Deltaguard	Brazil	828011290	12/19/2005	828011290	3/18/2008	Curtiss-
						Wright Flow
						Control
						Corporation
Deltaguard	Canada	1,280,272	11/21/2005	TMA730,054	12/3/2008	Curtiss-
						Wright Flow
						Control
						Corporation

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
Deltaguard	China (People's Republic)	5058869	12/13/2005	5058869	11/21/2008	Curtiss- Wright Flow Control
DELTAGUARD	European Community	003299591	8/5/2003	003299591	12/10/2004	Corporation Curtiss- Wright Flow Control
Deltaguard	India	1219274	7/31/2003	1219274	7/31/2003	Corporation Curtiss- Wright Flow Control Corporation
Deltaguard	Mexico	751950	11/21/2005	912262	11/30/2005	Curtiss- Wright Flow Control Corporation
Deltaguard	US	76/493,355	2/27/2003	2,878,539	8/31/2004	Curtiss- Wright Flow Control Corporation
Deltaguard	Venezuela	2006-003919	2/24/2006	275290	11/30/2006	Curtiss- Wright Flow Control Corporation
DeltaValve	US	77/801,656	8/11/2009	4,036,734	10/11/2011	Curtiss- Wright Flow Control Corporation
DeltaValve & Design	Brazil	826219675	1/27/2004	826219675	11/21/2007	Curtiss- Wright Flow Control Corporation
DeltaValve & Design	Canada	1,204,302	1/27/2004	TMA715,454	5/29/2008	Curtiss- Wright Flow Control Corporation
DELTAVALVE & DESIGN	China (People's Republic)	3827300	12/3/2003	3827300	8/21/2008	Curtiss- Wright Flow Control Corporation
DELTAVALVE & DESIGN	India	1219273	7/31/2003			Curtiss- Wright Flow Control Corporation
DeltaValve & Design	Venezuela	790-2004	1/23/2004	P-257729	11/10/2004	Curtiss- Wright Flow Control Corporation

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
DeltaWedge	US	75/895,789	12/28/1999	2,647,835	11/12/2002	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAVALVE	China	5923589	2/17/2007	5923589	12/14/2009	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAVALVE	China	5923588	2/17/2007	5293588	4/14/2010	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAVALVE	China	6260379	9/5/2007	6260379	2/7/2010	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAVALVE	China	6260380	9/5/2007	6260380	5/7/2014	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAGUIDE	U.S.	78/613217	4/20/2005	3545116	12/9/2008	Curtiss-
						Wright Flow
						Control
						Corporation
DELTAVALVE	Mexico	639024	1/26/2004	939006	6/20/2006	Curtiss-
and Design						Wright Flow
♦ DeltaVal ve						Control
777 777 600 600 600 600 600 8 A CC						Corporation

Domain Name	Expires	Registrant
DELTAVALVE.COM	6/12/2019	Curtiss-Wright Corporation

EXECUTION VERSION

SCHEDULE 3

N/A

SCHEDULE 4

N/A

PATENT REEL: 035787 FRAME: 0180

RECORDED: 06/04/2015