

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3446445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STA-RITE INDUSTRIES, LLC	05/01/2013
RECEIVING PARTY DATA	
Name:	PENTAIR FLOW TECHNOLOGIES, LLC
Street Address:	293 WRIGHT STREET
City:	DELAVAN
State/Country:	WISCONSIN
Postal Code:	53115
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13660748
CORRESPONDENCE DATA	
Fax Number:	(414)271-3552
<i>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.</i>	
Email:	ellen.webb@quarles.com
Correspondent Name:	QUARLES & BRADY LLP
Address Line 1:	411 E. WISCONSIN AVENUE
Address Line 2:	SUITE 2350
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	144060.00138
NAME OF SUBMITTER:	ELLEN R. WEBB
SIGNATURE:	/Ellen R. Webb/
DATE SIGNED:	07/20/2015
Total Attachments: 1	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated effective as of May 1, 2013, is made by and between Sta-Rite Industries, LLC, a Wisconsin limited liability company ("Sta-Rite"), and Pentair Flow Technologies, LLC, a Delaware limited liability company ("PFT").

WHEREAS, Sta-Rite and PFT are each wholly owned direct subsidiaries of Pentair Water Group, Inc., a Delaware corporation ("PWG").

WHEREAS, Sta-Rite desires to contribute to PFT certain tangible and intangible personal property, related to Sta-Rite's current operating (the "Business").

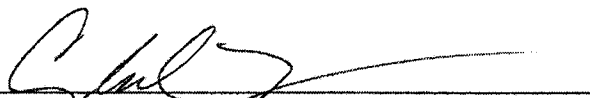
NOW, THEREFORE, for the consideration set forth herein, Sta-Rite and PFT hereby each agree as follows:

1. Sta-Rite hereby sells, assigns, transfers and conveys to PFT all of Sta-Rite's right, title and interest in, to and under any contracts, agreements, commitments, licenses and understandings with its vendors, customers, employees and agents to the extent the performance of such agreement relates to and benefits the Business as it is presently conducted other than any rights under any insurance policies (the "Assigned Contracts"), and the corresponding rights, privileges and benefits belonging to or held by Sta-Rite thereunder; provided, however, if the assignment of any Assigned Contract requires the consent of the other party thereto, this Agreement shall not constitute an agreement to assign the same, if an attempted assignment will constitute a default thereof, unless and until such consent is obtained. The parties hereto agree that they will use reasonable efforts to obtain the written consent of the other parties to such Assigned Contracts and failing such consent, Sta-Rite will continue to perform any such Assigned Contract upon the direction, and for the risk, benefit and expense, of PFT.

2. PFT hereby agrees to pay, perform, and cause to be paid or performed, and otherwise to discharge or cause to be discharged, all debts, duties, liabilities and other obligations of Sta-Rite arising under the Assigned Contracts from and after the date hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of and on the date first above written.

STA-RITE INDUSTRIES, LLC



Angela D. Lageson, Secretary

PENTAIR FLOW TECHNOLOGIES, LLC



Angela D. Lageson, Secretary