

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT3511207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SEQUENCE CONTROLS INC.	06/30/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NUWHIRL SYSTEMS CORP.
<b>Street Address:</b>	2066 CALIFORNIA AVENUE
<b>City:</b>	CORONA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92881
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6847291
<b>Patent Number:</b>	8339090
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	
<b>Phone:</b>	949-760-0404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	NUWRL.027A/028A
<b>NAME OF SUBMITTER:</b>	ANDREW H. SIMPSON
<b>SIGNATURE:</b>	/Andrew H. Simpson/
<b>DATE SIGNED:</b>	09/02/2015
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** ("Assignment") is made and entered into as of June 30, 2014 ("Effective Date") by and between Sequence Controls Inc., an Ontario corporation ("Assignor") having its principal place of business at 150 Rosamond Street,, Carleton Place, Ontario K7C 1V2, Canada and NuWhirl Systems Corp, a California corporation ("Assignee") having its principal place of business at 2066 California Avenue, Corona CA 92881, USA.

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 30, 2014 (the "Agreement"), pursuant to which Assignor agrees to sell and assign, and Assignee agrees to buy and acquire the Acquired Assets, as defined in the Agreement; and

**WHEREAS**, pursuant to the Agreement, Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under those patents identified and set forth on *Schedule A* (the "Patents").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Closing Date (as defined in the Agreement) or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the right, title and interest in and to the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may reasonably deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Agreement. This Assignment shall be construed and

interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**SEQUENCE CONTROLS INC.**

By: 

Name: Richard D. McGraw

Title: President

**NUWHIRL SYSTEMS CORP**

By: \_\_\_\_\_

Name: Michael Echolds

Title: CEO

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.


**SEQUENCE CONTROLS INC.**

By: \_\_\_\_\_

Name: Richard D. McGraw

Title: President

**NUWHIRL SYSTEMS CORP**

By:  \_\_\_\_\_

Name: Michael Echolds

Title: CEO

SCHEDULE A  
U.S. PATENTS

Title	Patent No.	Issue Date	Serial No.	Filing Date
Current Control Apparatus Operable in Wet Environment	8,339,090 B2	Dec. 25, 2012	12/876,554	Sep. 7, 2010
Apparatus for Detection of Water Level and Temperature in a Bathing Appliance	6,847,291 B2	Jan. 25, 2005	10/011,396	Dec. 11, 2001