

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3911090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL WATERJET PARTS, INC.	05/12/2016
RECEIVING PARTY DATA	
Name:	H2O JET, INC.
Street Address:	1145 85TH AVENUE SOUTHEAST
City:	TUMWATER
State/Country:	WASHINGTON
Postal Code:	98501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6601783
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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>	
Phone:	2066224900
Email:	ColleenM@SeedIP.com
Correspondent Name:	LORRAINE LINFORD
Address Line 1:	701 FIFTH AVENUE
Address Line 2:	SUITE 5400
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	343058.401
NAME OF SUBMITTER:	LORRAINE LINFORD
SIGNATURE:	/Lorraine Linford/
DATE SIGNED:	06/09/2016
Total Attachments: 5	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is made as of May 28, 2016 by International Waterjet Parts, Inc., an Idaho corporation, having a principal place of business at 407 Parkside Drive, Waterdown, ON L0R2H0 ("Assignor") to H2O Jet, Inc., a Washington corporation, having a principal place of business at 1145 85th Ave SE, Tumwater, WA 98501 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the patent applications and patents as set forth on Schedule I as well as all patents and patent applications (such as divisional applications, continuation applications, and national applications derived from regional applications) generated from any of the applications listed herein (collectively, the "Assigned Patents"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, subject to the terms and conditions of the Agreement the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Patents, free and clear of all Encumbrances; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

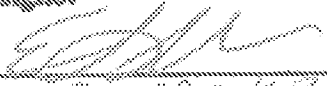
4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects including as to validity (except for patent validity issues), interpretation and effect by the laws of the State of Washington without giving effect to the conflict of laws rules thereof.
6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Patents.
7. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

INTERNATIONAL WATERJET PARTS, INC.

as Assignor

By: 

Name: EDWARD J. KELLY

Title: GENERAL COUNSEL (GOVERNMENT AFFAIRS)
WATERJET GROUP

H2O JET, INC.

as Assignee

By: _____

Name:


Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

INTERNATIONAL WATERJET PARTS, INC.
as Assignor

By: _____
Name:
Title:

H2O JET, INC.
as Assignee

By: 
Name: *ALLAN P. ARBIB*
Title: *PRESIDENT*

SCHEDULE I

Assigned Patents

Trade Mark	Registration Number	Issue Date
Abraive Cutting Head	6601783	8/5/2003

SECRET

