

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4025083

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADS LLC	07/29/2016
RECEIVING PARTY DATA		
Name:	HYDRA-STOP LLC	
Street Address:	144 TOWER DRIVE	
City:	BURR RIDGE	
State/Country:	ILLINOIS	
Postal Code:	60527	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	14586386	
Application Number:	14586469	
Patent Number:	8627843	
Patent Number:	6125868	
PCT Number:	US1343666	
CORRESPONDENCE DATA		
Fax Number:		
<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:	312-977-9902	
Email:	mboinski@millermatthiashull.com	
Correspondent Name:	MILLER, MATTHIAS & HULL LLP	
Address Line 1:	ONE NORTH FRANKLIN	
Address Line 2:	SUITE 2350	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	29800/G1000	
NAME OF SUBMITTER:	MICHAEL R. HULL	
SIGNATURE:	/Michael R. Hull/	
DATE SIGNED:	08/26/2016	
Total Attachments: 6		

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ASSIGNMENT OF PATENTS AND PATENT APPLICATION RIGHTS

This ASSIGNMENT OF PATENTS AND PATENT APPLICATION RIGHTS (this “**Assignment**”) is made and effective as of July 29, 2016 by and between ADS LLC, a Delaware limited liability company of 1928 West Field Court, Lake Forest, Illinois 60045 (“**Seller**”), and Hydra-Stop LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**APA**”), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Assignee, the Assets (as defined in the APA) (including the Intellectual Property Assets (as defined in the APA), which includes, without limitation, the patent applications and patent registrations set forth on **Exhibit A** attached hereto) free and clear of all Liens other than the Permitted Liens; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the APA.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby irrevocably and unconditionally sells, grants, conveys, assigns and transfers to Buyer and its successors and assigns (a) its entire right, title and interest in and to the Intellectual Property Assets set forth on **Exhibit A**, including any renewals and extensions thereof, including all common law rights and registrations, the same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, (b) all rights, interests and obligations running toward or granted to Seller under any previously executed assignment agreements between the inventor of each invention embodied in the Intellectual Property Assets set forth on **Exhibit A** and Seller or any of its predecessors in title, and (c) all rights to income, royalties, and license fees deriving from the Intellectual Property Assets set forth on **Exhibit A**, all claims and rights of enforcement and recovery for past, present or future infringement or unauthorized use or disclosure thereof as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Buyer and its successors, assigns and other legal representatives.

Seller further hereby sells, assigns and transfers to Buyer and its successors and assigns its foreign rights to said inventions in all patent granting countries of the world, including, without limitation, the right to file applications or to obtain patents for said inventions in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of Seller’s rights of priority and other rights under all international agreements to which the United States adheres. Seller hereby authorizes and requests any official, whose duty it is to issue in any country a patent or patents on said inventions or improvements, to issue patent or patents to Buyer or its nominees, successors or assigns.

From time to time hereafter, and without further consideration, each of the parties hereto and their respective successors and permitted assigns, covenants and agrees that the such party and its respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as any other party hereto may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer, its successors and assigns of the Intellectual Property Assets set forth on **Exhibit A** in accordance with the foregoing.

The provisions of this Assignment are subject, in all respects, to the terms and conditions of the APA, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the APA. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the APA. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the APA, the APA shall govern.

It is understood and agreed that nothing in this Assignment shall constitute a waiver or release of any claims arising out of the contractual relationships arising pursuant to the APA.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any third party other than Buyer, Seller and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Assignment or any agreements, terms, covenants or conditions hereof, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third persons to any party hereto, and all the agreements, terms, covenants and conditions contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Illinois, without giving effect to provisions thereof regarding conflict of laws.

This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any party without the prior written consent of the other parties hereto; provided, however, that nothing in this Assignment shall or is intended to limit the ability of Buyer to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Seller to (a) any Affiliate of Buyer or (b) any lender to Buyer or its Affiliates as security for borrowings. No such assignment shall relieve Buyer of its obligations hereunder.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be

treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[Signature page follows]

IN WITNESS WHEREOF, duly authorized representatives of Seller and Buyer have executed this agreement as of the date first set forth above.

ADS LLC

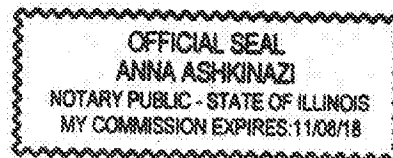
By: Denise R. Cade
Name: Denise R. Cade
Title: Vice President & Secretary

NOTARY CERTIFICATE - ADS LLC

State of Illinois)
County of LaSalle)

On this 29 day of July, 2016 before me appeared Denise R. Cade, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power of authority to do so in that capacity on behalf of that entity.

Anna Ashkinazi
Notary Public

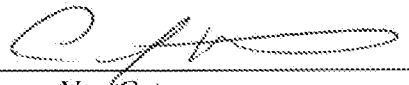


[Signature Page to Assignment of Patents and Patent Application Rights]

PATENT
REEL: 039550 FRAME: 0789

IN WITNESS WHEREOF, duly authorized representatives of Seller and Buyer have executed this agreement as of the date first set forth above.

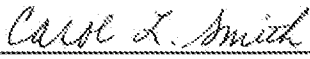
HYDRA-STOP LLC

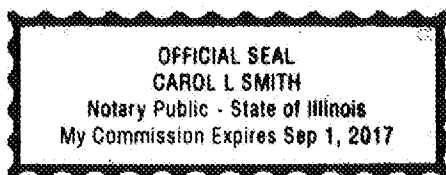
By: 
Name: Aaron Van Getson
Title: Vice President and Assistant Secretary

NOTARY CERTIFICATE – HYDRA-STOP LLC

State of Illinois)
County of Cook)

On this 25th day of JULY, 2016 before me appeared Aaron Van Getson, known to me personally and in the capacity in which he has signed, and after executing this document acknowledged and affirmed that he did so freely, and in the capacity indicated, and that he has the power of authority to do so in that capacity on behalf of that entity.


Notary Public



[Signature Page to Assignment of Patents and Patent Application Rights]

PATENT
REEL: 039550 FRAME: 0790

EXHIBIT A

US Patents and Applications

<u>Application Number</u>	<u>Filing Date</u>	<u>Publication Number</u>	<u>Patent Number</u>	<u>Issue Date</u>
13/486737	1-Jun-2012		8627843	14-Jan-2014
US09/176602	21-Oct-1998		6125868	3-Oct-2000
14/586386	30-Dec-2014	2015-0247602		
14/586469	30-Dec-2014	2015-0247578		

Foreign Patents and Applications

<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Australia	2013267192	31-May-2013	2013267192	29-Oct-2015
Canada	2874159	31-May-2013		
European Patent Office	13798002.5	31-May-2013		
World Intellectual Property Org.	13/43666	31-May-2013		