

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4114126

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	SEISCO INTERNATIONAL LLC	10/26/2016
RECEIVING PARTY DATA		
Name:	A. O. Smith Corporation	
Street Address:	11270 West Park Place	
City:	Milwaukee	
State/Country:	WISCONSIN	
Postal Code:	53224	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6246831
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	4142716560	
Email:	mkeipdocket@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	100 E. WISCONSIN AVENUE	
Address Line 2:	SUITE 3300	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	010121-8975	
NAME OF SUBMITTER:	DANIEL S. JONES	
SIGNATURE:	/daniel s. jones/	
DATE SIGNED:	10/26/2016	
Total Attachments: 5		
source=18 Patent Assignment Agreement among the Company and the Buyer#page1.tif		
source=18 Patent Assignment Agreement among the Company and the Buyer#page2.tif		
source=18 Patent Assignment Agreement among the Company and the Buyer#page3.tif		
source=18 Patent Assignment Agreement among the Company and the Buyer#page4.tif		

PATENT ASSIGNMENT AGREEMENT

This Agreement is made by and between **SEISCO INTERNATIONAL LLC**, a Texas limited liability company located at 241 Airtex Drive, Houston, Texas 77090 (hereinafter "Assignor") and **A. O. SMITH CORPORATION**, a Delaware corporation with its principal place of business at 11270 W. Park Place, Milwaukee, WI 53224 (hereafter "Assignee") on this 26th day of August, 2016 ("Effective Date").

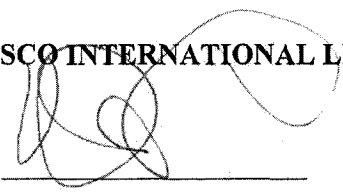
1. "Patents" means the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed in any of the foregoing
2. Assignor represents and warrants that it is the sole owner of the entire right, title, and interest in and to the Patents (defined below), free and clear of any liens or encumbrances of any kind.
3. In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest in, to and under the Patents, including, but not limited to, the right to file foreign patent applications and license recordations.
4. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee.
5. Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents and all of Assignor's rights, privileges and protections under the Licenses, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.
6. General.
 - a. Entire Agreement. This Patent Assignment, together with Schedule 1, constitutes the sole and entire agreement of the parties with respect to the

subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

- b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- c. Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.
- d. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

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

SEISCO INTERNATIONAL LLC

By: _____

Name: David Seitz

Title: Chief Executive Officer

Address for Notices:

A. O. SMITH CORPORATION

By: _____

Name: Charles T. Lauber

Title: Senior Vice President,
Strategy and Corporate Development

Address for Notices:

11270 West Park Place, Suite 170

P. O. Box 245008

Milwaukee, WI 53224

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

SEISCO INTERNATIONAL LLC

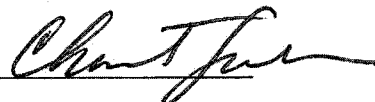
By: _____

Name: David Seitz

Title: Chief Executive Officer

Address for Notices:

A. O. SMITH CORPORATION

By: 

Name: Charles T. Lauber

Title: Senior Vice President,
Strategy and Corporate Development

Address for Notices:

11270 West Park Place, Suite 170

P. O. Box 245008

Milwaukee, WI 53224

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	App. Ser. No.	Patent No.	Title
United States	09/334,337	US6246831	Fluid Heating and Control System
Canada	2376219	CA2376219	Fluid Heating and Control System
Europe	1208334A1	EP1208334B1	Fluid Heating and Control System
France	20000942829	FR1208334	Fluid Heating and Control System
United Kingdom	20000942829	GB1208334	Fluid Heating and Control System
Germany	60049091.2	DE1208334	Fluid Heating and Control System
Israel	146938	IL146938	Fluid Heating and Control System