

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

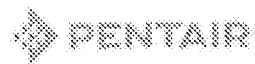
EPAS ID: PAT4089078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PENTAIR FLOW SERVICES AG	08/29/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PENTAIR FLOW CONTROL PACIFIC PTY LTD
<b>Street Address:</b>	LEVEL 3, 9 GEORGE STREET
<b>City:</b>	PARRAMATTA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	NSW 2150
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9212669
<b>Patent Number:</b>	8702399
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	414-277-5744
<b>Email:</b>	patents@quarles.com
<b>Correspondent Name:</b>	HEATHER S. STUTZ, QUARLES & BRADY LLP
<b>Address Line 1:</b>	411 E. WISCONSIN AVENUE
<b>Address Line 2:</b>	SUITE 2400
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	148571.04166
<b>NAME OF SUBMITTER:</b>	HEATHER S. STUTZ
<b>SIGNATURE:</b>	/Heather S. Stutz/
<b>DATE SIGNED:</b>	10/08/2016
<b>Total Attachments: 7</b>	
source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page1.tif	
source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page2.tif	
source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page3.tif	
source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page4.tif	

source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page5.tif

source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page6.tif

source=Pentair Flow Services AG Assignment to Pentair Flow Control Pacific Pty Ltd#page7.tif



---

Pentair Flow Services AG

---

Pentair Flow Control Pacific Pty Ltd

---

# Deed of Assignment of Intellectual Property Rights



## Contents

1	Defined Terms and Interpretation	2
2	Assignment	3
3	Acknowledgement	3
4	Future Assurances	3
5	Miscellaneous	4
5.1	Alterations	4
5.2	Approvals and Consents	4
5.3	Assignment	4
5.4	Costs	4
5.5	Stamp Duty	4
5.6	Counterparts	4
5.7	No merger	4
5.8	Entire Agreement	4
5.9	Severability	4
5.10	Announcements	5
5.11	Governing law and jurisdiction	5



Date 29 August 2014

## Parties

Pentair Flow Services AG of Freier Platz 10, 8200 Schaffhausen,  
SWITZERLAND (Assignor)

Pentair Flow Control Pacific Pty Ltd ACN 000 922 890 of Level 3, 9 George  
Street, Parramatta NSW 2150 AUSTRALIA (Assignee)

## Background

- A The Assignor owns the Assigned IP (as defined in this deed).
- B On the terms and conditions of this deed:
- a. The Assignor has agreed to assign its entire right, title and interest in and to the Assigned IP to the Assignee; and
  - b. The Assignee agrees to accept that assignment of the Assigned IP from the Assignor.

## Agreed terms

### 1 Defined Terms and Interpretation

In this deed:

**Assigned IP** means:

- a. The 'Assigned IP' as defined in the IP Assignment Deed;
- b. The 'Intellectual Property' and the 'Know How' as defined in the SPA; and
- c. Any and all other intellectual or industrial property which the Assignor acquired under or as a result of either or both of the SPA and the IP Assignment Deed.

**Domain Names** means all domain names that form part of the Assigned IP.

**Effective Date** means 28 August 2014.

**IP Assignment Deed** means the Intellectual Property Assignment Deed dated 17 November 2010 between:

- Pentair Flow Services AG (formerly known as Tyco Flow Services AG); and
- Supavac Pty Ltd.



SPA means the Sale and Purchase Agreement dated 16 August 2010 between:

- Pentair Flow Control Pacific Pty Ltd (formerly known as Tyco Flow Control Pacific Pty Ltd) and Pentair Flow Control Chile SA (formerly known as Tyco Flow Control Chile SA) and Pentair Flow Services AG (formerly known as Tyco Flow Services AG);
- Supavac Pty Ltd, and Supavac Chile SA; and
- Rimbolin Pty Ltd, Mark Damien Krohn, Bronwyn Gai Krohn, Andrew John Gameti and John Richard McNamara.

## 2 Assignment

With effect on and from the Effective Date, the Assignor, as the legal and beneficial owner of the Assigned IP, assigns to the Assignee and the Assignee accepts:

- (a) Any and all of the Assignor's right, title and interest in and to the Assigned IP;
- (b) The right to prosecute and register the Assigned IP as the Assignee deems appropriate;
- (c) The right to lodge and prosecute worldwide further applications to register any embodiments of the Assigned IP;
- (d) Any and all of the Assignor's rights to institute and maintain proceedings for infringement of any of the Assigned IP against any person who before, on or after the date of this deed infringed or infringes any rights embodied in or arising under the Assigned IP including any and all rights to damages, account of profits and for any equitable remedy including declarations and injunctions;
- (e) Any and all copyright and all common law rights in any of the Assigned IP; and
- (f) In relation to any trade marks (either registered or unregistered), any and all goodwill in or in relation to those trade marks.

## 3 Acknowledgement

The Assignor acknowledges and agrees that from the date of this deed, it has no right to the Assigned IP and must not exercise any rights in the Assigned IP except as pursuant to a separate arrangement with the Assignee or the Assignee's licensee.

## 4 Future Assurances

- (a) The Assignor must, at its cost, at the request of the Assignee, do all things that may be necessary or desirable to give effect to the provisions of this deed and the transactions contemplated by it, including all things



necessary for the records of any assignment of the Assigned IP on any register.

- (b) The Assignor must provide the Assignee with all things that may be necessary to transfer the Domain Names to the Assignee, including executing any documents and providing any register keys, passwords, passwords and any other authorisations required by any registrars of the Domain Names.

## **5 Miscellaneous**

### **5.1 Alterations**

This deed may be altered only in writing signed by each party.

### **5.2 Approvals and Consents**

Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

### **5.3 Assignment**

The Assignee may assign this deed and the benefits of this deed to a third party. The Assignor must not assign this deed and the benefits of this deed to a third party without the prior written consent of the Assignee, which may be withheld in the Assignee's sole and absolute discretion.

### **5.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this deed.

### **5.5 Stamp Duty**

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed must be paid by the Assignee.

### **5.6 Counterparts**

This deed may be executed in any number of counterparts. All executed counterparts constitute one document.

### **5.7 No merger**

The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

### **5.8 Entire Agreement**

The deed as evidenced in writing in this document:

- (a) Constitutes the entire agreement between the parties in connection with its subject matter; and
- (b) Supersedes any prior understanding or agreement between the parties and the prior condition, warranty, indemnity or representation imposed, given or made by a party.

### **5.9 Severability**

- (a) The parties agree that a construction of this deed that results in all provisions being enforceable is to be preferred to a construction that does not so result.
- (b) If, despite the application of clause 5.9(a), a provision of this deed is illegal or unenforceable:
  - (i) If the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
  - (ii) In any other case, the whole provision is severed, and the remainder of this deed continues in force.

### **5.10 Announcements**

A public announcement in connection with this deed, any transaction contemplated by it or any dispute arising in respect of it must be agreed by the parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange), in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of the other party.

### **5.11 Governing law and jurisdiction**


This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.





Executed as a deed.

Executed by Pentair Flow Services  
AG


  
Signature of authorised person

Mark C. Borin  
Name (print)

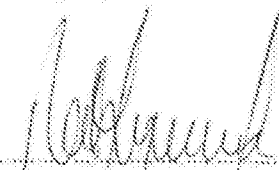
Signature of authorised person

Name (print)

Executed by Pentair Flow Control  
Pacific Pty Ltd

  
Company Secretary/Director

STEVE WATSON  
Name of Company Secretary/Director  
(print)

  
Director

STEVE WATSON  
Name of Director (print)