### 504539343 09/08/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
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KRISHNADITYA ARKALGUD	06/09/2015
FLUIDMASTER, INC.	06/09/2015

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#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15699211

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DATE SIGNED:	09/08/2017	

**Total Attachments: 3** 

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### PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is made as of TUAL 9, 2015, by and between Fluidmaster, Inc., a California corporation ("Fluidmaster"), and Adam Robert Sampson, Tuan Van Le, and Krishnaditya Arkalgud, individuals with addresses in California (each of the individuals and Fluidmaster individually an "Assignor" and all collectively the "Assignors"), on the one hand and COFLEX, S.A. DE C.V., a Mexican company ("Assignee") on the other hand.

Either and/or both of the Assignors own all of the rights, title, and interest in and to the patent and patent applications identified in  $Schedule\ I$  to this Assignment (the "Patent Rights") and wish to assign, transfer, and convey to Assignee all rights, title, and interest and to all of the Patent Rights.

NOW, THEREFORE, in consideration of the payment of ten U.S. Dollars (US\$10.00) jointly to all Assignors and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each Assignor, each Assignor hereby executes this Assignment and makes the assignments, transfers, and conveyances set forth herein.

- Each Assignor and Assignee agree that, as of the date first set forth above, Assignee shall be the sole and exclusive owner of, and each Assignor hereby assigns, transfers, and conveys to Assignee, all rights, title and interest in and to the Patent Rights. Without limiting the assignment, transfer, and conveyance, each Assignor hereby assigns to Assignee the right to, and Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to: (a) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Patent Rights, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the date hereof (including, without limitation, the right to seek past damages for infringement of the Patent Rights), and collect, receive, obtain, and retain any damages, award, or other benefit therefrom or resulting therefrom, without obligation or liability to share or provide any part of it to the Assignor or any third party, and (b) file, continue, discontinue, prosecute, or abandon any application, now or in the future, for registration of any application corresponding to or claiming priority from any Patent Right (including, without limitation, any continuation patent application to patent application included in the Patent Rights), and (c) obtain, maintain, cancel, or let expire any registration of any Patent Right.
- 2. If and to the extent requested by Assignee, each Assignor shall cause, and hereby authorizes, the U.S. Patent and Trademark Office, and any other patent office and similar or comparable agency, office, register, or registrar in any country or jurisdiction, to record Assignee as the sole and exclusive owner of any application and patent included in the Patent Rights, and to issue any patent, registration, certificate, document, or process, presently pending or existing in the future, for any such application and/or patent in the name and for the benefit of Assignee only.
- 3. Upon Assignee's request, and at Assignee's expense, each Assigner shall provide any reasonable assistance as is necessary for Assignee to record sole and exclusive ownership of the Patent Rights and obtain patents for the Patent Rights in the name of Assignee.
- 4. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected.
- 5. This Assignment (i) is irrevocable and effective upon each Assignor upon such Assignor' signature of this Assignment and delivery of a signed copy of this Assignment or facsimile or email transmission thereof to Assignee, (ii) benefits and binds each Assignor, Assignee, and the respective successors and assigns of each of them, and (iii) will be governed by and construed in accordance with applicable U.S. federal law and otherwise the internal laws of the State of California, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

[Signature page follows.]

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The parties have executed and delivered this Assignment as of the date first written above in this Assignment.

Fluidmaster, Inc.

Name: Company Thomas

Title: Ysderichece

COFLEX, S.A. DE C.V.

SE EDVAROU CORONADO

Title: <u>CO - CEO</u>

Adam Robert Sampson

Tuan Van Le

Krishnaditya Arkalgud

(Signature Page)

## SCHEDULE 1

# Patent Rights

- U.S. Design Patent Nos. D728,759 and D730,498 and U.S. Application No. 14/622,241,
- any patent application and any patent from which U.S. Patent No. U.S. Design Patent Nos. D728,759
  and D730,498 and/or U.S. Application No. 14/622,241 takes priority (in any country and under any
  law), and
- any patent application that is, and any patent that issues from, a continuation, continuation-in-part, divisional, reissue, reexamination, substitution, or extension of the patent application underlying, or of, U.S. Design Patent Nos. D728,759 and D730,498 and/or U.S. Application No. 14/622,241, and
- any foreign, international, national, and other counterparts and equivalents of any of the foregoing (in any country and under any law).

Schedule 1 - 1

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RECORDED: 09/08/2017