

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4756878

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLOWTRONEX PSI, LLC	01/02/2018
RECEIVING PARTY DATA	
Name:	MOTOR CONTROLS, INC.
Street Address:	2818 VIRGO LANE
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75229
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6688320
Patent Number:	6076994
CORRESPONDENCE DATA	
Fax Number:	(214)692-6255
<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:	214-692-6200
Email:	patents@wickphillips.com
Correspondent Name:	JERRY C. HARRIS, JR.
Address Line 1:	3131 MCKINNEY AVENUE, SUITE 100
Address Line 4:	DALLAS, TEXAS 75204
ATTORNEY DOCKET NUMBER:	4272.05
NAME OF SUBMITTER:	JERRY C. HARRIS, JR.
SIGNATURE:	/Jerry C. Harris, Jr./
DATE SIGNED:	01/02/2018
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of January 2, 2018 to be effective as of October 31, 2017 (the "Effective Date"), is made by Flowtronex PSI, LLC, a Nevada limited liability company ("Seller"), in favor of Motor Controls, Inc., a Texas corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), by and between Seller and Purchaser. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to sell, assign and transfer to Purchaser, among other assets, certain Intellectual Property as set forth on Schedule 3.15 of the Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns and transfers to Purchaser, and Purchaser hereby accepts, all of Seller's rights, title and interest in the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the Effective Date, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably

necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by reference. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Successors and Assigns. The provisions of this IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this IP Assignment without the prior written consent of the other party hereto, and any assignment, delegation or transfer without such prior written consent shall be null and void.

5. Counterparts. This IP Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

6. Governing Law; Jurisdiction; Attorneys' Fees. This IP Assignment shall be construed under and in accordance with the laws of the State of Texas, without giving effect to any rules governing the conflicts of law that would result in the application of the laws of any other jurisdiction.

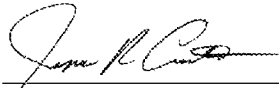
7. Severability. The parties agree that (a) the provisions of this IP Assignment shall be severable in the event that any provision of this IP Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, (b) such invalid, void or otherwise unenforceable provision shall be automatically replaced by another provision which is as similar as possible in terms to such invalid, void or other unenforceable provision but which is valid and enforceable, and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

PURCHASER:

MOTOR CONTROLS, INC.

By: 

Name: James R. Carter

Title: Chief Executive Officer

SELLER:

FLOWTRONEX PSI, LLC

By: _____

Name: Jane Dobson

Title: Vice President

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

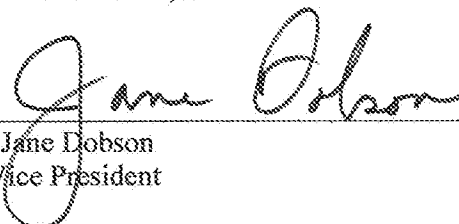
PURCHASER:

MOTOR CONTROLS, INC.

By: _____
Name: James R. Carter
Title: Chief Executive Officer

SELLER:

FLOWTRONEX PSI, LLC

By:  _____
Name: Jane Dobson
Title: Vice President

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY

Patents

Patent Number	Issue Date	Application Number	Application Date	Title
US6688320	2/10/2004	US10/010639	11/13/2001	Utility conservation control methodology within a fluid pumping system
US6076994	6/20/2000	US09/249365	2/11/1999	Method and apparatus for providing water from a body of water

Trademarks

Mark	Country	Status	Application Date	Application No	Registration Date	Registration No
FLOBOY	US	REGISTERED	31-Jul-08	77/536,018	16-Jun-09	3.638.080
FLOWTRONEX	US	REGISTERED	5-Oct-98	75564493	29-Aug-00	2405173
FLOWTRONEX	CA	REGISTERED	22-Mar-99	1009385-00	27-Sep-01	TMA551699
FLOWTRONEX	EM	REGISTERED	18-Mar-99	1110022	1-Mar-01	1110022
WATER EQUIPMENT TECHNOLOGIES, INC.	US	REGISTERED	3-Nov-88	73761596	5-Feb-91	1634368