

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name		Execution Date	
TOM LATSOS		02/05/2018	
RECEIVING PARTY DATA			
Name:	EAGLETREE-PUMP ACQUISITION CORP.		
Street Address:	1185 AVENUE OF THE AMERICAS, 39TH FLOOR		
Internal Address:	C/O EAGLETREE CAPITAL, LP		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	D613767		
Patent Number:	D614672		
CORRESPONDENCE DATA			
Fax Number:	(650)739-3900		
<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:	(650)739-3939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	473972-670009		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	02/13/2018		
Total Attachments: 6			
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FORM OF PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Patent Assignment”) is made and entered into as of February 5, 2018, (the “Effective Date”), by and among AirTech Vacuum, Inc. a New Jersey corporation, U.S. Valve LLC, a New Jersey limited liability company and Thomas Latsos, an individual, residing at 226 Terrace Road, Franklin Lakes, NJ 07417 (collectively, “Assignors” and each an “Assignor”), EagleTree-AirTech Holdings, LLC, a Delaware limited liability company (“Buyer”), EagleTree-Valve Acquisition Corp., a Delaware corporation (the “Valve Assignee”) and EagleTree-Pump Acquisition Corp., a Delaware corporation (the “Pump Assignee,” together with the Valve Assignee, collectively, “Assignees” and each an “Assignee”).

WHEREAS, Assignors and Buyer are parties to that certain Asset Purchase Agreement dated as of February 5, 2018, (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, transfer and assign to Assignees or such other Affiliate(s) of Buyer designated by Buyer, and Buyer has agreed to cause Assignees or its other designated Affiliate(s) to purchase, acquire, accept and assume the Patents set forth on the attached Schedule A (collectively, the “Acquired Patents”);

WHEREAS, each Assignor is the sole owner of the entire right, title and interest in and to such Acquired Patents set forth on Schedule A opposite the name of such Assignor;

WHEREAS, Buyer has designated the Valve Assignee to be the assignee of the Acquired Patents set forth on Schedule A-1 (the “Acquired Valve Patents”) and has designated the Pump Assignee to be the assignee of the Acquired Patents set forth on Schedule A-2 (the “Acquired Pump Patents”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Patent Assignment, each Assignor agrees to (a) assign the Acquired Valve Patents to the Valve Assignee and (b) assign the Acquired Pump Patents to the Pump Assignee, such that (a) the Valve Assignee owns the Acquired Valve Patents and (b) the Pump Assignee owns the Acquired Pump Patents; and

WHEREAS, Assignors and Assignees are desirous of making this Patent Assignment a matter of record.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. ASSIGNMENT OF PATENTS

2.1 Assignment of Acquired Valve Patents. In accordance with and subject to the terms and conditions of this Patent Assignment and the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers and delivers to the Valve Assignee, and the Valve Assignee hereby purchases, acquires and accepts the assignment of, all of such Assignor's direct or indirect right, title and interest in and to the Acquired Valve Patents, if any, for the United States and for all foreign countries and jurisdictions (including all rights therein provided by international conventions and treaties), including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and all other corresponding rights that are or may be secured under the Laws of the United States or any foreign country or jurisdiction, now or hereafter in effect together with all income, royalties, damages or payments accrued, due or payable and any and all rights to and claims for damages for past, present or future infringement or other unauthorized use of the Acquired Valve Patents, for the Valve Assignee's full use and enjoyment. Effective at and after the Closing, each Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of any applicable Governmental Authority, to record this Patent Assignment and to issue any and all registrations from any and all applications for registration included in the Acquired Valve Patents to and in the name of the Valve Assignee.

2.2 Assignment of Acquired Pump Patents. In accordance with and subject to the terms and conditions of this Patent Assignment and the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers and delivers to the Pump Assignee, and the Pump Assignee hereby purchases, acquires and accepts the assignment of, all of such Assignor's direct or indirect right, title and interest in and to the Acquired Pump Patents, if any, for the United States and for all foreign countries and jurisdictions (including all rights therein provided by international conventions and treaties), including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and all other corresponding rights that are or may be secured under the Laws of the United States or any foreign country or jurisdiction, now or hereafter in effect together with all income, royalties, damages or payments accrued, due or payable and any and all rights to and claims for damages for past, present or future infringement or other unauthorized use of the Acquired Pump Patents, for the Pump Assignee's full use and enjoyment. Effective at and after the Closing, each Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of any applicable Governmental Authority, to record this Patent Assignment and to issue any and all registrations from any and all applications for registration included in the Acquired Pump Patents to and in the name of the Pump Assignee.

2.3 Representations, Warranties and Indemnification Rights. The parties acknowledge and agree that the subject matter hereof is addressed in the representations and warranties set forth in Section 6 of the Purchase Agreement, as applicable, and Assignors and Buyer hereto are bound by indemnification obligations set forth in Section 9 relating thereto to the extent provided in the Purchase Agreement.

3. MISCELLANEOUS

3.1 Binding Effect. This Patent Assignment and all of the provisions hereof will be binding upon the parties and their successors and permitted assigns and will inure to the benefit of the parties and their successors and permitted assigns.

3.2 Purchase Agreement Controlling. Notwithstanding any other provision of this Patent Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of, or any of the rights, remedies or obligations of the Buyer, Assignees or Assignors under the Purchase Agreement. This Patent Assignment is subject to and controlled by the terms of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Patent Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3.3 Counterparts; Facsimile Signatures. This Patent Assignment may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties. For purposes of this Patent Assignment, facsimile signatures will be deemed originals, and the parties agree to exchange original signatures as promptly as possible if requested by a party.

3.4 Other Provisions Incorporated by Reference. Section 9(a) (Survival of Representations, Warranties, Covenants and Agreements; Survival of Confidentiality), Section 11(c) (Non-Assignable Assets), Section 11(f) (Further Assurances), Section 15 (Notices) Section 16 (Entire Agreement), Section 17 (Successor and Assigns), Section 18 (Headings), Section 19 (Amendment and Modification; Waiver), Section 20 (Severability), Section 21 (Governing Law; Submission to Jurisdiction), Section 22 (Third-Party Beneficiaries) and Section 26 (References) of the Purchase Agreement are incorporated by reference into this Patent Assignment, in each case, *mutatis mutandis*, and each such Section so incorporated will be fully enforceable against the Buyer, the Assignees and the Assignors as if fully restated in this Patent Assignment.

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IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:

AIRTECH VACUUM INC.

By: 

Name: Thomas Latsos

Title: Chief Financial Officer

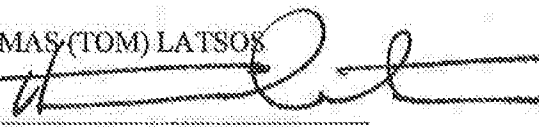
U.S. VALVE LLC

By: 

Name: Thomas Latsos

Title: Manager

THOMAS (TOM) LATSON

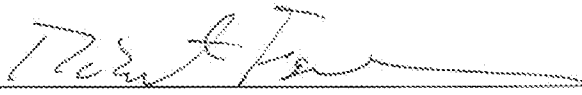


[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be duly executed effective as of the date first above written.

BUYER:

EAGLETREE-AIRTECH HOLDINGS, LLC

By: 
Name: Robert Fogelson
Title: President

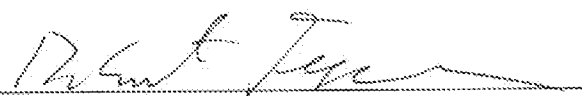
VALVE ASSIGNEE:

EAGLETREE-VALVE ACQUISITION CORP.

By: 
Name: Robert Fogelson
Title: President

PUMP ASSIGNEE:

EAGLETREE-PUMP ACQUISITION CORP.

By: 
Name: Robert Fogelson
Title: President

[Signature Page to Patent Assignment Agreement]

SCHEDULE A
Acquired Patents

Schedule A-1

Acquired Valve Patents

Title	Juris	Assignor/Owner	App. No.	Filing Date	Patent No.	Issue Date
CHECK VALVE	U.S.	U.S. Valve LLC	09/440,077	11/15/1999	6,098,656	8/8/2000
VALVE COMPONENT	U.S.	U.S. Valve LLC	29/104,675	05/11/1999	D422683	4/11/2000
CHECK VALVE FOR OXYGEN SERVICE	U.S.	Thomas Latsos	29/225,388	3/16/2005	D536443	2/6/2007

Schedule A-2

Acquired Pump Patents

Title	Juris	Assignor/Owner	App. No.	Filing Date	Patent No.	Issue Date
NOISE ABATING IMPELLER	U.S.	Airtech Vacuum Inc.	14/036,789	9/25/2013	9,599,126	3/21/2017
NOISE ABATING IMPELLER	U.S.	Airtech Vacuum Inc.	61/705,810	9/26/2012		
DENTAL VACUUM PUMP	U.S.	Tom Latsos	29/315,176	6/3/2009	D613767	4/13/2010
VACUUM PUMP FLUID TANK	U.S.	Tom Latsos	29/348,172	12/7/2009	D614672	4/27/2010