

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4834180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PENTAIR THERMAL MANAGEMENT LLC	04/27/2017
RECEIVING PARTY DATA	
Name:	PENTAIR FLOW SERVICES AG
Street Address:	FREIER PLATZ 10
City:	SCHAFFHAUSEN
State/Country:	SWITZERLAND
Postal Code:	CH-8200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9816680
CORRESPONDENCE DATA	
Fax Number:	(312)715-5515
<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:	312-715-5000
Email:	roseann.white@quarles.com
Correspondent Name:	QUARLES & BRADY LLP
Address Line 1:	300 N. LASALLE ST., SUITE 4000
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	148568.01057
NAME OF SUBMITTER:	ERIN J. FOX
SIGNATURE:	/Erin J. Fox/
DATE SIGNED:	02/21/2018
Total Attachments: 71	
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this “Agreement”), dated April 27, 2017 (the “Effective Date”) is made by and between the Pentair plc entities listed on **Schedule A** (individually, a “Seller” and collectively, the “Sellers”), and Pentair Flow Services AG, a stock corporation organized and existing under the laws of Switzerland with its registered office at Freier Platz 10, CH-8200, Schaffhausen, Switzerland (the “Purchaser”).

WHEREAS, the Sellers are indirect, wholly owned subsidiaries of Pentair plc, a public limited company incorporated in the Republic of Ireland (“Pentair”);

WHEREAS, pursuant to the terms of a share purchase agreement dated August 18, 2016 by and among Pentair and Emerson Electric Co., a Missouri corporation (the “Share Purchase Agreement”), Pentair has agreed to sell its Valves & Controls business to Emerson Electric Co. (the “Transaction”);

WHEREAS, the Share Purchase Agreement contemplates that (i) immediately prior to the Transaction, the shares of Tracer Industries, Inc., a Delaware corporation (“Tracer”), will be sold by Flow Control US Holding Corporation, a Delaware corporation, to Hoffman Enclosures Inc., a Minnesota corporation, and (ii) immediately prior to such sale of the shares of Tracer, certain intellectual property owned by Tracer and its subsidiaries will be sold to the Purchaser;

WHEREAS, each Seller (other than Tracer) is a subsidiary of Tracer;

WHEREAS, as required by the Share Purchase Agreement and in furtherance of the Transaction, the Sellers will sell or assign to the Purchaser certain intellectual property rights owned by the Sellers and used by the Sellers in connection with the operation of the Thermal Business (and not part of the Valves & Controls business), in exchange for cash representing the fair market value of such intellectual property rights, all on and subject to the terms and conditions set forth herein;

WHEREAS, the Purchaser desires to acquire such intellectual property rights in connection with the Thermal Business, in exchange for cash representing the fair market value of such intellectual property rights, all on and subject to the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that the ownership records of certain intellectual property related to the Thermal Business may not be up-to-date or may be incomplete with respect to ownership by or among the Seller or its affiliates or others, and further acknowledge that to the extent any such intellectual property is later identified as owned by a Seller as of the Effective Date, or if the owner of record for any of the Registered Trademarks, Registered Copyrights, or Patents (all defined below) is determined to be an affiliate of a Seller (not set forth on **Schedule A**) or another entity, the parties intend that such intellectual property be transferred to the Purchaser as of the Effective Date, all on and subject to the terms and

conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 “Governmental Entity” shall mean and refer to any federal, state, local or foreign governmental entity (including any court, arbitral, tribunal, administrative or regulatory agency or commission). For the avoidance of doubt, Governmental Entity also includes any entity related to filing, registration and notification of Intellectual Property.

1.02 “Intellectual Property” shall mean and refer collectively to all Registered Trademarks, Registered Copyrights, Patents and Unregistered Intellectual Property existing as of the Effective Date. For the avoidance of doubt, Intellectual Property does not include customer lists or distribution agreements.

1.03 “Omitted Purchased Assets” has the meaning as set forth in Section 4.01.

1.04 “Patents” shall mean and refer to all of the Sellers’ rights, title and interest in and to all issued patents, pending patent applications, patent disclosures and inventions (whether or not reduced to practice) owned by the Sellers and are related to the Thermal Business, including, but not limited to, those certain patents and patent applications listed on Schedule 1.04; all statutory and other rights therein worldwide; all subsequent applications based thereon including all divisions, continuations, continuations-in-part, conversions, nationalizations, substitutions, renewals, reexaminations and reissues thereof; and all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world.

1.05 “Purchased Assets” shall mean and refer to the Intellectual Property and the rights, title, interests, obligations and liabilities of the Sellers under the Third-Party Agreements.

1.06 “Registered Copyrights” shall mean and refer to all of the Sellers’ rights, title and interest in and to any registered copyrights and pending copyright applications owned by the Sellers and related to the Thermal Business, including, but not limited to, those certain copyrights listed on Schedule 1.06, as well as all statutory and other rights therein, including, without limitation, all worldwide copyright rights, any and all registrations and applications relating thereto; any renewals thereof; all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world in and to such copyrights.

1.07 “Registered Trademarks” shall mean and refer to all any and all of the Sellers’ rights, title and interest in and to any registered trademarks and pending trademark applications owned by the Sellers and related to the Thermal Business, including, but not limited to, those certain trademarks listed on Schedule 1.07, as well as all common law, statutory and other rights therein, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to such trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of such trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of such trademarks, and any and all goodwill of the business associated with the use of, or symbolized by, such trademarks.

1.08 “Thermal Business” shall mean and refer to the Sellers’ business, products and services related to the manufacture, marketing and sale of products for the thermal building and industrial heat tracing solutions.

1.09 “Third-Party Agreements” has the meaning as set forth in Section 2.05.

1.10 “Unregistered Intellectual Property” shall mean and refer to all the following proprietary rights of the Sellers worldwide, which are related to the Thermal Business, but shall not include any Registered Trademarks, Registered Copyrights or Patents:

(a) unregistered trademarks, trade names, service marks, trade dress, designs, logos, emblems, signs or insignia, slogans, keywords or phrases for online and internet advertising, and other proprietary indicia of goods or services, as well as all goodwill associated therewith, all rights to sue for past infringement thereof, all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(b) original works of authorship in any medium of expression whether published or unpublished, copyrightable works, mask works, computer software and software systems (including data, databases and related documentation) whether in source code, object code or other forms, algorithms, as well as all elements and rights thereof including, but not limited to, all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(c) any rights and interests in any and all domain names, domain name registrations and social media accounts and profiles owned by the Sellers and all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(d) trade secrets (as such are determined under United States law or any other applicable law), know-how, and other confidential business information, including but not limited to technical information, marketing plans, research, designs, plans, methods, techniques and processes, formulas, ideas, drawings, specifications, policies, consultant arrangements, any and all technology, computer software programs or applications, in both source and object code form, technical documentation of such software programs, statistical models, supplier lists,

inventions which do not qualify as Patents, databases, and data, whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing and all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing, and

(e) any and all other intangible property, information and materials or other proprietary rights that are or have been used (including without limitation in the development of) in or in connection with the Thermal Business and/or in any product, technology or process (i) currently being or formerly manufactured, marketed or used by the Sellers, or (ii) previously or currently under development for possible future manufacturing, marketing or other use by the Sellers, and all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.01 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, as of and effective 11:56 p.m. Eastern Time on the Effective Date (the "Effective Time") the Purchaser does hereby purchase from the Sellers and the Sellers do hereby sell to the Purchaser the Purchased Assets.

2.02 Complete Sale. As between the parties hereto, notwithstanding the Purchaser's failure to record this Agreement in the office of any Governmental Entity the purchase effectuated by this Agreement shall be a full and complete purchase such that title to all Purchased Assets vests in the Purchaser at the Effective Time.

2.03 Royalties. Any royalties pursuant to or connected with the Purchased Assets due to the Sellers after the Effective Time are hereby assigned to the Purchaser, and the parties hereto agree to take any action necessary to ensure that the Purchaser has all rights to such royalties including, but not limited to, assigning any contracts providing for royalties pursuant to or connected with the Purchased Assets.

2.04 Assignment Agreements. As a memorialization of this Agreement and the purchase and assignment of the Purchased Assets from the Sellers to the Purchaser, the parties hereto shall execute the following documents:

- (a) Assignment of Trademarks document in the form of **Exhibit A**;
- (b) Assignment of Copyrights document in the form of **Exhibit B**;
- (c) Assignment of Patents document in the form of **Exhibit C**; and
- (d) Assignment of Unregistered Intellectual Property in the form of **Exhibit**

D.

2.05 Assignment and Assumption. As of and effective the Effective Time, as part of the purchase and sale of the Purchased Assets pursuant to Section 2.01, each Seller does hereby assign its respective rights, title, interests, obligations, and liabilities to and under the third-party agreements listed on Schedule 2.05 (the “Third-Party Agreements”), and as of and effective the Effective Time, the Purchaser does hereby accept the assignment of such rights and does hereby assume any and all such obligations, from such Seller with regard to the contractual position under the Third-Party Agreements. The Purchaser further agrees to be bound by and perform and discharge, when due, all the duties and obligations on the part of such Seller, to be performed or discharged from and after the Effective Time, as if the Purchaser were the original party under the Third-Party Agreements. The Purchaser ratifies all previous actions taken by the applicable Seller with respect to the Third-Party Agreements with the same force and effect as if the action had been taken by the Purchaser.

ARTICLE III

PURCHASE PRICE

3.01 Purchase Price. The aggregate purchase price for the Purchased Assets (the “Purchase Price”) representing the arm’s length value of the Purchased Assets is set forth on Schedule 3.01. The Purchase Price shall be paid at the Effective Time through book entries under the cash pooling arrangement used by Pentair plc and its subsidiaries.

3.02 The Purchase Price represents an arm’s length amount for the rights to the Purchased Assets.

3.03 4.03 The Purchase Price shall be paid in U.S. Dollars. Any value added taxes that apply to the sale and purchase of the Purchased Assets under this Agreement shall be paid by the Purchaser in addition to the Purchase Price.

3.04 The parties have established an arm’s length Purchase Price for the Purchased Assets, which they believe satisfies the arm’s length principles for the transactions under this Agreement. The parties have contemporaneous documentation to support the determination of the arm’s length Purchase Price for such transactions. In the event that the local taxing authority of any party proposes an adjustment to the Purchase Price, the parties shall jointly determine how to address the taxing authority’s proposal and can, if jointly agreed, make payments necessary to give effect to such determination without waiving each parties’ administrative rights with either tax authority.

ARTICLE IV

WRONG POCKETS

4.01 If, after the Effective Date, the Seller or the Purchaser identifies any Purchased Asset which ought to have transferred to the Purchaser at the Effective Time pursuant to the terms of this Agreement but was incorrectly retained by the Seller and has not been effectively transferred from the Seller to the Purchaser (“Omitted Purchased Assets”), the Seller or the Purchaser (as applicable) shall notify the other party.

4.02 As soon as reasonably practicable following notification, the Seller shall procure that the Omitted Purchased Assets are transferred to the Purchaser as the Purchaser shall reasonably direct for no additional consideration and the Omitted Purchased Assets shall be treated as being part of the Purchased Assets for the purposes of this Agreement with effect from the Effective Time.

4.03 The costs and expenses reasonably incurred by the parties in implementing the transfer of Omitted Purchased Assets in accordance with the reasonable directions of the Purchaser shall be borne by the Purchaser. Until Omitted Purchased Assets are transferred pursuant to Section 4.02, such Omitted Purchased Assets shall be held on bare trust for and made available at the Purchaser's cost to the Purchaser.

4.04 Each party covenants to the other party that it shall do and execute, or procure to be done and executed, all acts, deeds, documents and things as may be reasonably requested by the other party to assist the other party in complying with its obligations pursuant to this ARTICLE IV.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.01 General Statement. The parties make the representations and warranties to each other which are set forth in this ARTICLE V.

5.02 Representations and Warranties of the Sellers. The Sellers represent and warrant to the Purchaser as follows:

(a) Existence and Power. Each Seller is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, and has all corporate powers required to carry on its business as now conducted.

(b) Title to Intellectual Property. Each Seller believes it is the owner or licensed rights holder of its Purchased Assets and such ownership and licensed rights can legally be assigned or transferred or assigned to the Purchaser pursuant to this Agreement. Notwithstanding and without limiting the foregoing, the records of any Governmental Entity may not reflect the Sellers' legal ownership of any or all of the Purchased Assets because the Sellers have not recorded such ownership with the Governmental Entity.

(c) Further Acts. Without additional consideration, the Sellers, and any affiliates, subsidiaries, directors, employees, successors or assigns, shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the Purchaser may reasonably request in order to fulfill the purposes and intent of this Agreement including, but not limited to, doing and causing any action to be done to record the Purchaser as owner of any and/or all the Purchased Assets in any Governmental Entity.

(d) Sellers' Authorizations. The execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby are within their organizational powers and have been duly authorized by all necessary or appropriate organizational action, and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated by the Agreement. Assuming that this Agreement constitutes the valid and binding obligation of the Purchaser, this Agreement constitutes a valid and binding agreement of the Sellers, enforceable against each Seller in accordance with its terms.

(e) Governmental Authorization. The execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Entity.

(f) Non-Contravention. The execution, delivery and performance by each Seller of this Agreement and the consummation by the Seller of the transactions contemplated hereby do not and will not (i) contravene or conflict with such Sellers' organizational documents, (ii) contravene or conflict with or constitute a violation of any provision of any law, rule, regulations, decree, order, writ, judgment, injunction or arbitration award or other restriction of Governmental Entity binding upon or applicable to such Seller, (iii) constitute a breach or default under or give rise to a right of termination, cancellation or acceleration (with or without due notice or lapse of time or both) of any right or obligation of the Seller, or result in the creation or imposition of any liens, security interests, charges or encumbrances on any Purchased Asset.

(g) Infringement. No claims or written notice (i) challenging the validity, effectiveness or ownership by the Sellers of any of the Purchased Assets, or (ii) to the effect that the use, distribution, licensing, sublicensing, sale or any other exercise of rights in any Purchased Assets infringes or will infringe on any intellectual property rights or personal right of any person have been asserted or, to the knowledge of the Sellers, are threatened by any person. Nor are there, to the knowledge of the Sellers, any valid grounds for any bona fide claim of any such kind. To the knowledge of the Sellers, there is and has been no unauthorized use, infringement or misappropriation of any of the Purchased Assets by any third party that would have a material adverse effect on the Purchased Assets.

5.03 The Purchaser represents and warrants to the Sellers as follows:

(a) Corporate Existence and Power. The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of Switzerland and has all corporate powers required to carry on its business as now conducted.

(b) Authorization; Approvals. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby are within the organizational powers of the Purchaser and have been duly authorized by all necessary organizational action. Assuming that this Agreement constitutes the valid and binding obligation of the Sellers, this Agreement constitutes a valid and binding agreement of the Purchaser, enforceable in accordance with its terms. No vote of the holders of any of the outstanding capital stock of the Purchaser or any other security of the Purchaser under

the laws of the state of its incorporation or any other applicable law or regulation, or pursuant to the terms of certificate of incorporation or by-laws of the Purchaser that has not been obtained, is necessary to approve this Agreement or the transactions contemplated hereby.

(c) Recordation of Agreement. The Purchaser shall have the right, but shall have no obligation, to record this Agreement, and any subsequent or related assignments, transfers or conveyances with any Governmental Entity, all which shall occur at the Purchaser's sole expense.

(d) Governmental Authorization. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Entity, other than such consents, approvals, actions, orders, authorizations, registrations, declarations and filings which, if not obtained or made, would not, individually or in the aggregate, (i) have either a material adverse effect on the business of the Purchaser, or (ii) prevent or materially impair the ability of the Purchaser to consummate the transactions contemplated by this Agreement.

(e) Non-Contravention. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby do not and will not (i) materially contravene or conflict with the Purchaser's organizational documents or (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to the Purchaser (other than any such items that would not, individually or in the aggregate, (1) have a material adverse effect on the business of the Purchaser or (2) prevent or materially impair the ability of the Purchaser to consummate the transactions contemplated by this Agreement.)

ARTICLE VI

MISCELLANEOUS

6.01 Expenses. Except as otherwise expressly provided herein, each of the Purchaser and the Sellers shall pay all of their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated by this Agreement.

6.02 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective

parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

Notices to the Purchaser:

Pentair Flow Services AG
Attention: Legal Department
Freier Platz 10, CH-8200
Schaffhausen Switzerland

Notices to the Sellers:

Seller name as set forth on **Schedule A**
Attention: Legal Department
7433 Harwin Drive
Houston, TX 77036 USA

6.03 Assignment; Binding Effect. Neither this Agreement nor any of its rights, interests or obligations hereunder may be assigned or delegated by a party without the prior written consent of the other parties. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.04 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.05 References. The section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days or months shall be deemed references to calendar days or months. Unless the context otherwise requires, any reference to a "Section," or "Exhibit," shall be deemed to refer to a section of this Agreement, or exhibit to this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. English shall be the governing language of this Agreement.

6.06 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. The information contained in this Agreement and any Exhibit hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of law or breach of contract).

6.07 Amendment and Waiver. Any provision of this Agreement or any Exhibit hereto may be amended or waived only in a writing signed by the Purchaser and the Sellers. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.08 Complete Agreement. This Agreement and the documents referred to herein contain the complete agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings or agreements by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

6.09 No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

6.10 Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Purchased Assets, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby. From the Effective Date and until such time as each of the Purchased Assets is finally vested in the Purchaser, the Seller shall hold and shall be deemed to have held it in trust for the benefit of the Purchaser.

6.11 Waiver of Trial by Jury. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING

6.12 Delivery by Electronic Mail. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of electronic mail to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

6.13 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.


6.14 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Seller:

PENTAIR THERMAL MANAGEMENT LLC

By: 
Name: Mark C. Borin
Title: Treasurer

(Signature page to IP Purchase Agreement)

PATENT
REEL: 045403 FRAME: 0498

Seller:

TRACER INDUSTRIES, INC.

By:  _____

Name: Mark C. Borin


Title: Treasurer

(Signature page to IP Purchase Agreement)

**PATENT
REEL: 045403 FRAME: 0499**

Seller:

ALLIANCE INTEGRATED SYSTEMS, INC.

By: 
Name: Mark C. Borin
Title: Treasurer

(Signature page to IP Purchase Agreement)

**PATENT
REEL: 045403 FRAME: 0500**

Seller:

TRACER CONSTRUCTION LLC


By: 
Name: Mark C. Borin
Title: Treasurer

(Signature page to IP Purchase Agreement)

**PATENT
REEL: 045403 FRAME: 0501**

Seller:

**TRACER INDUSTRIES MANAGEMENT
LLC**

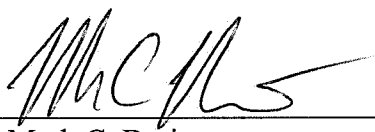
By: 
Name: Mark C. Borin
Title: Treasurer

(Signature page to IP Purchase Agreement)

**PATENT
REEL: 045403 FRAME: 0502**

Purchaser:

PENTAIR FLOW SERVICES AG

By: 
Name: Mark C. Borin
Title: Chairman of the Board and Authorized
Signatory

(Signature page to IP Purchase Agreement)

**PATENT
REEL: 045403 FRAME: 0503**

SCHEDULE A

Sellers

1. Pentair Thermal Management LLC
2. Tracer Industries, Inc.
3. Alliance Integrated Systems, Inc.
4. Tracer Construction LLC
5. Tracer Industries Management LLC

Schedule 1.04
Patents
(Please see attached)

SCHEDULE 1.04
PATENTS

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
1.	Sub-Harmonic Arc Fault Detection System And Method	United States	9,366,716	23-May-2013	Granted	Pentair Thermal Management LLC
2.	Sub-Harmonic Arc Fault Detection System And Method	PCT	US2014/038850	20-May-2014	Completed	Pentair Thermal Management LLC
3.	Sub-Harmonic Arc Fault Detection System And Method	Europe	14801540.7	20-May-2014	Published	Pentair Thermal Management LLC
4.	Sub-Harmonic Arc Fault Detection System And Method	China	201480036379.X	20-May-2014	Published	Pentair Thermal Management LLC
5.	Arc Fault Detection System And Method	United States	9,366,713	23-May-2013	Granted	Pentair Thermal Management LLC
6.	Arc Fault Detection System And Method	PCT	US2014/039124	22-May-2014	Completed	Pentair Thermal Management LLC
7.	Arc Fault Detection System And Method	Europe	14800708.1	22-May-2014	Published	Pentair Thermal Management LLC
8.	Arc Fault Detection System And Method	China	201480036382.1	22-May-2014	Published	Pentair Thermal Management LLC
9.	System And Method For Determining Position Of Rotating Blades Having Variable Thickness	Europe	2578811	11-Apr-2012	Granted	Pentair Thermal Management LLC
10.	System And Method For Determining Position Of Rotating Blades Having Variable Thickness	Switzerland	2578811	11-Apr-2012	Granted	Pentair Thermal Management LLC
11.	System And Method For Determining Position Of Rotating Blades Having Variable Thickness	Germany	2578811	11-Apr-2012	Granted	Pentair Thermal Management LLC
12.	System And Method For Determining Position Of Rotating Blades Having Variable Thickness	United Kingdom	2578811	11-Apr-2012	Granted	Pentair Thermal Management LLC
13.	System And Method For Determining Position Of Rotating Blades Having Variable Thickness	Japan	6072430	7-May-2012	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
14.	Lighted Cable Termination Device Having Expanded Viewing Area	United States	14/297,445	5-Jun-2014	Published	Pentair Thermal Management LLC
15.	Lighted Cable Termination Device Having Expanded Viewing Area	PCT	US2014/041170	5-Jun-2014	Completed	Pentair Thermal Management LLC
16.	Lighted Cable Termination Device Having Expanded Viewing Area	Canada	2951223	5-Jun-2014	Published	Pentair Thermal Management LLC
17.	Lighted Cable Termination Device Having Expanded Viewing Area	Europe	14894017.4	5-Jun-2014	Pending	Pentair Thermal Management LLC
18.	Lighted Cable Termination Assembly	Brazil	BR3020140061240	5-Dec-2014	Pending	Pentair Thermal Management LLC
19.	Lighted Cable Termination Assembly	Canada	159957	5-Dec-2014	Granted	Pentair Thermal Management LLC
20.	Lighted Cable Termination Assembly	Canada	165107	28-Oct-2015	Granted	Pentair Thermal Management LLC
21.	Lighted Cable Termination Assembly	Canada	167590	5-Dec-2014	Pending	Pentair Thermal Management LLC
22.	Lighted Cable Termination Assembly	Canada	171627	5-Dec-2014	Granted	Pentair Thermal Management LLC
23.	Lighted Cable Termination Assembly	China	ZL201430501566.3	5-Dec-2014	Granted	Pentair Thermal Management LLC
24.	Lighted Cable Termination Assembly	Europe	002592014-0001-0003	5-Dec-2014	Granted	Pentair Thermal Management LLC
25.	Lighted Cable Termination Assembly	India	267972	5-Dec-2014	Granted	Pentair Thermal Management LLC
26.	Lighted Cable Termination Assembly	India	267971	5-Dec-2014	Granted	Pentair Thermal Management LLC
27.	Lighted Cable Termination Assembly	India	267970	5-Dec-2014	Granted	Pentair Thermal Management LLC
28.	Lighted Cable Termination Assembly	India	267969	5-Dec-2014	Granted	Pentair Thermal Management LLC
29.	Lighted Cable Termination Assembly	India	267968	5-Dec-2014	Granted	Pentair Thermal Management LLC
30.	Lighted Cable Termination Assembly	Russia	97734	5-Dec-2014	Granted	Pentair Thermal Management LLC
31.	Lighted Cable Termination Assembly	United States	29/493,147	5-Jun-2014	Pending	Pentair Thermal Management LLC
32.	Wire Clip For Gutters	Europe	001357560-0001	11-Jan-2013	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
33.	Wire Clip For Gutters	Europe	001357560-0002	11-Jan-2013	Granted	Pentair Thermal Management LLC
34.	Wire Clip For Gutters	Europe	001357560-0003	11-Jan-2013	Granted	Pentair Thermal Management LLC
35.	Downhole Wellbore Heating System And Method	PCT	US2013/060977	20-Sep-2013	Completed	Pentair Thermal Management
36.	Downhole Wellbore Heating System And Method	Europe	13839187.5	20-Sep-2013	Published	Pentair Thermal Management LLC
37.	Downhole Wellbore Heating System And Method	United States	9,416,640	20-Sep-2013	Granted	Pentair Thermal Management
38.	Thermal Insulation Having An Rfid Device	PCT	US2014/033691	10-Apr-2014	Abandoned	Pentair Thermal Management LLC
39.	Heating Cable Having An Rfid Device	PCT	US2014/033694	10-Apr-2014	Abandoned	Pentair Thermal Management LLC
40.	Thermal Age Tracking System And Method	United States	14/081,722	15-Nov-2013	Published	Pentair Thermal Management LLC
41.	Thermal Age Tracking System And Method	PCT	US2014/065298	12-Nov-2014	Completed	Pentair Thermal Management LLC
42.	Thermal Age Tracking System And Method	China	201480071743.6	12-Nov-2014	Published	Pentair Thermal Management LLC
43.	Thermal Age Tracking System And Method	Europe	14862856.3	12-Nov-2014	Published	Pentair Thermal Management LLC
44.	Mineral Insulated Skin Effect Heating Cable	Canada	2755439	2-Apr-2009	Granted	Pentair Thermal Management LLC
45.	Mineral Insulated Skin Effect Heating Cable	PCT	US2009/039292	2-Apr-2009	Completed	Pentair Thermal Management LLC
46.	Mineral Insulated Skin Effect Heating Cable	United States	14/696,191	24-Apr-2015	Published	Pentair Thermal Management LLC
47.	Mineral Insulated Skin Effect Heating Cable	Colombia	11-124956	2-Apr-2009	Published	Pentair Thermal Management LLC
48.	Mineral Insulated Skin Effect Heating Cable	Europe	09842819.6	2-Apr-2009	Published	Pentair Thermal Management LLC
49.	Mineral Insulated Skin Effect Heating Cable	India	7437/DELNP/2011	2-Apr-2009	Published	Pentair Thermal Management LLC
50.	Mineral Insulated Skin Effect Heating Cable	ARIPO	15620	2-Apr-2009	Granted	Pentair Thermal Management LLC
51.	Mineral Insulated Skin Effect Heating Cable	Russia	2531292	2-Apr-2009	Granted	Pentair Thermal Management LLC
52.	Heat Trace System Including Hybrid Composite Insulation	United States	13/822,069	28-May-2013	Published	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
53.	Heat Trace System Including Hybrid Composite Insulation	PCT	US2011/051799	9-Apr-2013	Completed	Pentair Thermal Management LLC
54.	Heat Trace System Including Hybrid Composite Insulation	India	1003/KOLNP/2013	9-Apr-2013	Pending	Pentair Thermal Management LLC
55.	Heat Trace System Including Hybrid Composite Insulation	Brazil	BR112013062851	15-Sep-2011	Pending	Pentair Thermal Management LLC
56.	Heat Trace System Including Hybrid Composite Insulation	Canada	2811549	15-Sep-2011	Published	Pentair Thermal Management LLC
57.	Heat Trace System Including Hybrid Composite Insulation	Europe	11825955.5	15-Sep-2011	Published	Pentair Thermal Management LLC
58.	Heat Trace System Including Hybrid Composite Insulation	Korea	2013-7009428	15-Sep-2011	Pending	Pentair Thermal Management LLC
59.	Heat Trace System Including Hybrid Composite Insulation	Russia	2598500	15-Sep-2011	Granted	Pentair Thermal Management LLC
60.	Manufacture Of Heat Trace Cable, Design, Installation, And Management, And Method Thereof	United States	8,855,972	1-Sep-2010	Granted	Pentair Thermal Management LLC
61.	Manufacture Of Heat Trace Cable, Design, Installation, And Management, And Method Thereof	United States	7,917,339	5-Nov-2007	Granted	Pentair Thermal Management LLC
62.	Snow Sensing Systems	US	14/860,569	21-Sep-2015	Published	Pentair Thermal Management LLC
63.	Snow Sensing Systems	WO	US2015/051266	21-Sep-2015	Completed	Pentair Thermal Management LLC
64.	Snow Sensing Systems	Europe	15842476.2	21-Sep-2015	Pending	Pentair Thermal Management LLC
65.	Method Of Cold Joining Mineral Insulated Cables	United States	14/489,286	17-Sep-2014	Abandoned	Pentair Thermal Management LLC
66.	Method Of Cold Joining Mineral Insulated Cables	PCT	US2015/050260	15-Sep-2015	Abandoned	Pentair Thermal Management LLC
67.	Voltage-Leveling Heater Cable	United States	14/879,894	9-Oct-2015	Published	Pentair Thermal Management LLC
68.	Voltage-Leveling Heater Cable	PCT	US2015/054991	9-Oct-2015	Published	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
69.	MI Cable End Termination	US	14/841,450	31-Aug-2015	Published	Pentair Thermal Management LLC
70.	MI Cable End Termination	PCT	US2015/047817	31-Aug-2015	Completed	Pentair Thermal Management LLC
71.	MI Cable End Termination	Europe	15835433.2	31-Aug-2015	Pending	Pentair Thermal Management LLC
72.	MI Cable End Termination	China		31-Aug-2015	Pending	Pentair Thermal Management LLC
73.	Variable Power Limiting Heat Tracing Cable	United States	6,144,018	16-May-1997	Granted	Pentair Thermal Management LLC
74.	Sensor Cable	Canada	2482518	23-Apr-2003	Granted	Pentair Thermal Management LLC
75.	Sensor Cable	PCT	US2003/12463	29-Apr-2003	Completed	Pentair Thermal Management LLC
76.	Sensor Cable	United States	6,777,947	29-Apr-2002	Granted	Pentair Thermal Management LLC
77.	High Temperature Slip-Sealing Grommet Systems	United States	6,441,305	28-Sep-2000	Granted	Pentair Thermal Management LLC
78.	High Temperature Slip-Sealing Grommet Systems	Switzerland	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
79.	High Temperature Slip-Sealing Grommet Systems	Germany	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
80.	High Temperature Slip-Sealing Grommet Systems	France	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
81.	High Temperature Slip-Sealing Grommet Systems	United Kingdom	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
82.	High Temperature Slip-Sealing Grommet Systems	Liechtenstein	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
83.	High Temperature Slip-Sealing Grommet Systems	PCT	US2013/30045	25-Sep-2001	Completed	Pentair Thermal Management LLC
84.	High Temperature Slip-Sealing Grommet Systems	Europe	1410478	25-Sep-2001	Granted	Pentair Thermal Management LLC
85.	Electric Cable Having Braidless Polymeric Ground Plane Providing Fault Detection	United States	6,288,372	3-Nov-1999	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
86.	Connector For Electrical Cable	PCT	US99/23796	13-Oct-1999	Completed	Pentair Thermal Management LLC
87.	Connector For Electrical Cable	Europe	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
88.	Connector For Electrical Cable	Belgium	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
89.	Connector For Electrical Cable	Canada	2346113	13-Oct-1999	Granted	Pentair Thermal Management LLC
90.	Connector For Electrical Cable	Switzerland	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
91.	Connector For Electrical Cable	Germany	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
92.	Connector For Electrical Cable	France	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
93.	Connector For Electrical Cable	United Kingdom	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
94.	Connector For Electrical Cable	Japan	4044289	13-Oct-1999	Granted	Pentair Thermal Management LLC
95.	Connector For Electrical Cable	Liechtenstein	1121728	13-Oct-1999	Granted	Pentair Thermal Management LLC
96.	Connector For Electrical Cable	United States	6,206,720	7-Jan-2000	Granted	Pentair Thermal Management LLC
97.	Leak Detection	United States	5,918,267	4-Jun-1997	Granted	Pentair Thermal Management LLC
98.	Heating Cable	China	ZL97195925	24-Jun-1997	Granted	Pentair Thermal Management LLC
99.	Heating Cable	Germany	69729330.0	24-Jun-1997	Granted	Pentair Thermal Management LLC
100	Heating Cable	France	1016321	24-Jun-1997	Granted	Pentair Thermal Management LLC
101	Heating Cable	United Kingdom	1016321	24-Jun-1997	Granted	Pentair Thermal Management LLC
102	Heating Cable	Europe	1016321	24-Jun-1997	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
103	Heating Cable	India	202081	25-Jun-1997	Granted	Pentair Thermal Management LLC
104	Heating Cable	Korea	0497692	24-Jun-1997	Granted	Pentair Thermal Management LLC
105	Heating Cable	PCT	US1997/11057	24-Jun-1997	Completed	Pentair Thermal Management LLC
106	Heating Cable	Norway	325168	24-Jun-1997	Granted	Pentair Thermal Management LLC
107	Heating Cable	Canada	2260189	24-Jun-1997	Granted	Pentair Thermal Management LLC
108	Electrical Plug	Switzerland	1018189	16-Jan-1997	Granted	Pentair Thermal Management LLC
109	Electrical Plug	Germany	1018189	16-Jan-1997	Granted	Pentair Thermal Management LLC
110	Electrical Plug	Europe	0108189	16-Jan-1997	Granted	Pentair Thermal Management LLC
111	Electrical Plug	France	1018189	16-Jan-1997	Granted	Pentair Thermal Management LLC
112	Electrical Plug	Liechtenstein	1018189	16-Jan-1997	Granted	Pentair Thermal Management LLC
113	Electrical Plug	United Kingdom	1018189	16-Jan-1997	Granted	Pentair Thermal Management LLC
114	Electrical Plug	Norway	317502	16-Jan-1997	Granted	Pentair Thermal Management LLC
115	Electrical Plug	PCT	US1997/00656	16-Jan-1997	Completed	Pentair Thermal Management LLC
116	Electrical Plug	United States	5,913,574	25-Nov-1997	Granted	Pentair Thermal Management LLC
117	Electrical Plug	United States	5,924,888	24-Jun-1997	Granted	Pentair Thermal Management LLC
118	Electrical Device	United States	6,111,234	6-Nov-1992	Granted	Pentair Thermal Management LLC
119	Electrical Devices Comprising Conductive Polymer Compositions	United States	6,221,282	13-Jul-1981	Granted	

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
120	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	Canada	2562259	5-May-2005	Granted	Pentair Thermal Management LLC
121	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	PCT	US2005/015758	5-May-2005	Completed	Pentair Thermal Management LLC
122	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	Europe	05741784.2	5-May-2005	Published	Pentair Thermal Management LLC
123	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	Japan	5242158	5-May-2005	Granted	Pentair Thermal Management LLC
124	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	Korea	10-1099896	5-Dec-2006	Granted	Pentair Thermal Management LLC
125	Adjustable Cable Connector Wire Guide And Connector Assembly Incorporating The Same	United States	7,645,173	7-Jul-2006	Granted	Pentair Thermal Management LLC
126	Self-Control Polymer Resin Composition Having Effective Positive Temperature Coefficient Characteristic And Manufacturing Method	Korea	185069	30-Dec-1996	Granted	
127	Polymeric Resin Composition Having Positive Temperature Coefficient Characteristic And Polymeric Heating Element Using The Same	Korea	249944	6-Mar-1998	Granted	
128	Metal Adhesive Body Having An Improved Output Effect Of Self-Control Polymer Heating Element	Korea	274908	10-Apr-1998	Granted	
129	Heater Cable Having a Tapered Profile	PCT	US2016/017193	9-Feb-2016	Published	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
130	Heater Cable Having a Tapered Profile	United States	15/019,834	9-Feb-2016	Published	Pentair Thermal Management LLC
131	Method And Apparatus For High Temperature Series/Parallel Heating Using Mineral Insulated And Ferromagnetic Skin Effect Cable	Brazil	BR1120140036659	3-Aug-2012	Published	Pentair Thermal Management LLC
132	Method And Apparatus For High Temperature Series/Parallel Heating Using Mineral Insulated And Ferromagnetic Skin Effect Cable	Canada	2845525	3-Aug-2012	Published	Pentair Thermal Management LLC
133	Method And Apparatus For High Temperature Series/Parallel Heating Using Mineral Insulated And Ferromagnetic Skin Effect Cable	United States	14/239,241	17-Feb-2014	Pending	Pentair Thermal Management LLC
134	Method And Apparatus For High Temperature Series/Parallel Heating Using Mineral Insulated And Ferromagnetic Skin Effect Cable	PCT	US2012/049642	3-Aug-2012	Completed	Pentair Thermal Management LLC
135	Low Sheath Temps For Mi Heating Cable	Canada	2878216	4-Jul-2013	Published	Pentair Thermal Management LLC
136	Low Sheath Temps For Mi Heating Cable	Europe	13742479.2	4-Jul-2013	Published	Pentair Thermal Management LLC
137	Low Sheath Temps For Mi Heating Cable	PCT	GB2013/051774	5-Jul-2013	Completed	Pentair Thermal Management LLC
138	Low Sheath Temps For Mi Heating Cable	United States	13/931,863	29-Jun-2013	Published	Pentair Thermal Management LLC
139	Tank Roof Expansion Joint	PCT	GB2012/052547	15-Oct-2012	Completed	Pentair Thermal Management LLC
140	Tank Roof Expansion Joint	United Arab Emirates	P392/14	15-Oct-2012	Pending	Pentair Thermal Management LLC
141	Tank Roof Expansion Joint	Australia	2012324623	15-Oct-2012	Pending	Pentair Thermal Management LLC
142	Tank Roof Expansion Joint	Brazil	BR1120140096228	15-Oct-2012	Pending	Pentair Thermal Management LLC
143	Tank Roof Expansion Joint	Canada	2853087	15-Oct-2012	Published	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
144	Tank Roof Expansion Joint	China	201280059006.5	15-Oct-2012	Granted	Pentair Thermal Management LLC
145	Tank Roof Expansion Joint	India	1074/KOLNP/2014	15-Oct-2012	Pending	Pentair Thermal Management LLC
146	Tank Roof Expansion Joint	United States	9,243,416	15-Oct-2012	Granted	Pentair Thermal Management LLC
147	Storage Tank Insulation Joint Apparatus And Method	United States	14/988,606	5-Jan-2016	Published	Pentair Thermal Management LLC
148	Discrete Leak Detection Device And Method	PCT	US2007/75708	10-Aug-2007	Completed	Pentair Thermal Management LLC
149	Discrete Leak Detection Device And Method	United States	7,755,498	10-Aug-2007	Granted	Pentair Thermal Management LLC
150	Wireless Mesh For Monitoring And Controlling Electrical Heater Systems	Canada	2665877	26-Oct-2007	Published	Pentair Thermal Management LLC
151	Wireless Mesh For Monitoring And Controlling Electrical Heater Systems	Argentina	AR 063419B1	26-Oct-2007	Granted	Pentair Thermal Management LLC
152	Wireless Mesh For Monitoring And Controlling Electrical Heater Systems	PCT	US2007/082607	26-Oct-2007	Completed	Pentair Thermal Management LLC
153	Wireless Mesh For Monitoring And Controlling Electrical Heater Systems	Germany	112007002371.6	26-Oct-2007	Pending	Pentair Thermal Management LLC
154	Wireless Mesh For Monitoring And Controlling Electrical Heater Systems	United Kingdom	2456435	26-Oct-2007	Granted	Pentair Thermal Management LLC
155	Vertical Lock-Seam Tank Insulation	China	ZL200810005670.7	14-Feb-2008	Granted	Pentair Thermal Management LLC
156	Skin Effect Heating System Having Improved Heat Transfer And Wire Support Characteristics	Canada	2738826	28-Mar-2011	Granted	Pentair Thermal Management LLC
157	Lighted Cable Termination Assembly	China	201430501566.3	5-Dec-2014	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
158	Skin Effect Heating System Having Improved Heat Transfer And Wire Support Characteristics	United States	13/121,296	18-Apr-2011	Published	Pentair Thermal Management LLC
159	Skin Effect Heating System Having Improved Heat Transfer And Wire Support Characteristics	PCT	US2008/077347	25-Sep-2008	Completed	Pentair Thermal Management LLC
160	Skin Effect Heating System Having Improved Heat Transfer And Wire Support Characteristics	Venezuela	2008-001950	25-Sep-2008	Published	Pentair Thermal Management LLC
161	Sensor-Powered Wireless Cable Leak Detection	United States	8,818,740	16-Feb-2011	Granted	Pentair Thermal Management LLC
162	Sensor-Powered Wireless Cable Leak Detection	PCT	US2011/025189	17-Feb-2011	Completed	Pentair Thermal Management LLC
163	Sensor-Powered Wireless Cable Leak Detection	China	ZL201180009916.8	17-Feb-2011	Granted	Pentair Thermal Management LLC
164	Sensor-Powered Wireless Cable Leak Detection	Japan	5873444	17-Feb-2011	Granted	Pentair Thermal Management LLC
165	Subterranean Electro-Thermal Heating System And Method	Canada	2574320	16-Jun-2005	Granted	Pentair Thermal Management LLC
166	Subterranean Electro-Thermal Heating System And Method	Canada	2673854	11-Jan-2008	Granted	Pentair Thermal Management LLC
167	Subterranean Electro-Thermal Heating System And Method	China	ZL200880002030.9	11-Jan-2008	Granted	Pentair Thermal Management LLC
168	Subterranean Electro-Thermal Heating System And Method	China	ZO200580032447.6	16-Jun-2005	Granted	Pentair Thermal Management LLC
169	Subterranean Electro-Thermal Heating System And Method	India	374/CHENP/2007	16-Jun-2005	Pending	Pentair Thermal Management LLC
170	Subterranean Electro-Thermal Heating System And Method	Argentina	AR 951364 B1	18-Jul-2005	Granted	Pentair Thermal Management LLC
171	Subterranean Electro-Thermal Heating System And Method	PCT	US2005/021487	16-Jun-2005	Completed	Pentair Thermal Management LLC
172	Subterranean Electro-Thermal Heating System And Method	PCT	US2008/050874	11-Jan-2008	Completed	Pentair Thermal Management LLC
173	Subterranean Electro-Thermal Heating System And Method	United Kingdom	2437608	16-Jun-2005	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
174	Subterranean Electro-Thermal Heating System And Method	India	3988/CHENP/2009	11-Jan-2008	Pending	Pentair Thermal Management LLC
175	Subterranean Electro-Thermal Heating System And Method	Mexico	300546	11-Jan-2008	Granted	Pentair Thermal Management LLC
176	Subterranean Electro-Thermal Heating System And Method	United States	7,568,526	12-Jan-2007	Granted	Pentair Thermal Management LLC
177	Subterranean Electro-Thermal Heating System And Method	United States	7,322,415	29-Jul-2004	Granted	Pentair Thermal Management LLC
178	Subterranean Electro-Thermal Heating System And Method	Venezuela	2005-001540	29-Jul-2005	Published	Pentair Thermal Management LLC
179	Subterranean Electro-Thermal Heating System And Method	Venezuela	1540/2005	29-Jul-2005	Published	Pentair Thermal Management LLC
180	Multilayer Heat Tracing Insulation Device And Method	Canada	2714620	28-Feb-2009	Published	Pentair Thermal Management LLC
181	Multilayer Heat Tracing Insulation Device And Method	Europe	2245351	28-Feb-2009	Granted	Pentair Thermal Management LLC
182	Multilayer Heat Tracing Insulation Device And Method	Germany	2245351	28-Feb-2009	Granted	Pentair Thermal Management LLC
183	Multilayer Heat Tracing Insulation Device And Method	France	2245351	28-Feb-2009	Granted	Pentair Thermal Management LLC
184	Multilayer Heat Tracing Insulation Device And Method	United Kingdom	2245351	28-Feb-2009	Granted	Pentair Thermal Management LLC
185	Multilayer Heat Tracing Insulation Device And Method	Italy	2245351	28-Feb-2009	Granted	Pentair Thermal Management LLC
186	Multilayer Heat Tracing Insulation Device And Method	PCT	US2009/35613	28-Feb-2009	Completed	Pentair Thermal Management LLC
187	Multilayer Heat Tracing Insulation Device And Method	United Arab Emirates	P901/10	28-Feb-2009	Pending	Pentair Thermal Management LLC
188	Multilayer Heat Tracing Insulation Device And Method	United States	7,793,689	28-Feb-2009	Granted	Pentair Thermal Management LLC
189	Sensor For Detecting Organic Liquids	Canada	2630887	1-Dec-2006	Granted	Pentair Thermal Management LLC

	Patent Title	Country	Patent/App No.	Filed	Status	Owner
190	Sensor For Detecting Organic Liquids	Japan	5760027	1-Dec-2006	Granted	Pentair Thermal Management LLC
191	Sensor For Detecting Organic Liquids	PCT	US2006/061531	1-Dec-2006	Completed	Pentair Thermal Management LLC
192	Sensor For Detecting Organic Liquids	Europe	06846444.5	1-Dec-2006	Published	Pentair Thermal Management LLC
193	Sensor For Detecting Organic Liquids	United States	7,859,273	1-Dec-2006	Granted	Pentair Thermal Management LLC
194	Anti-Icing Walkway With Integrated Control And Switching	United States	62/274,691	4-Jan-2016	Pending	Pentair Thermal Management LLC
195	Shielded Wire For High Voltage Skin Effect Trace Heating	United States	62/334,346	10-May-2016	Pending	Pentair Thermal Management LLC
196	Bus Wire Identification	United States	62/364,482	20-Jul-2016	Pending	Pentair Thermal Management LLC
197	Voltage-Leveling Monolithic Self-Regulating Heater Cable	United States	62/329,367	29-Apr-2016	Pending	Pentair Thermal Management LLC
198	High Voltage Skin Effect Trace Heating Cable Isolating Radial Spacers	United States	62/337,151	16-May-2016	Pending	Pentair Thermal Management LLC
199	Low Profile Cable End Power Indicator	United States	62/413,894	27-Oct-2016	Pending	Pentair Thermal Management LLC
200	Automated Re-Melt Control Systems	United States	62/385,718	9-Sep-2016	Pending	Pentair Thermal Management LLC
201	Flexible Small-Diameter Self-Regulating Heater Cable	United States	62/295,382	15-Feb-2016	Pending	Pentair Thermal Management LLC
202	Floor Underlayment For Retaining Heater Cable	United States	62/268,560	17-Dec-2015	Pending	Pentair Thermal Management LLC

Schedule 1.06
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COPYRIGHTS

	Copyright Title	Country	Reg. No.	Filed	Status	Owner
1.	Copyright - 5/8/12 XL-ERATE Design	United States	VA 1-754-764	07/30/2010	Reg'd	Pentair Thermal Management LLC

Schedule 1.07
Trademarks
(Please see attached)

SCHEDULE 1.07
TRADEMARKS

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
1.	AUTOSOL	United Kingdom	ORD	1520630	12/04/1992	1520630	11/12/1993	Reg'd	Pentair Thermal Management LLC
2.	CAPACISENSE	China (People's Republic)	MPR	1122804	04/10/2012	1122804	04/10/2012	Reg'd	Pentair Thermal Management LLC
3.	CAPACISENSE	European Union	MPR	1122804	04/10/2012	1122804	04/10/2012	Reg'd	Pentair Thermal Management LLC
4.	CAPACISENSE	Int'l Registration - Madrid Agreement / Protocol	ORD	1122804	04/10/2012	1122804	04/10/2012	Reg'd	Pentair Thermal Management LLC
5.	CAPACISENSE	Japan	MPR	1122804	04/10/2012	1122804	04/10/2012	Reg'd	Pentair Thermal Management LLC
6.	CAPACISENSE	Switzerland	MPR	1122804	04/10/2012	1122804	04/10/2012	Reg'd	Pentair Thermal Management LLC
7.	CAPACISENSE	United States	ORD	85/588,730	04/04/2012	4,281,873	01/29/2013	Reg'd	Pentair Thermal Management LLC
8.	CERAPRO	European Union	ORD	8736522	12/04/2009	8736522	06/02/2010	Reg'd	Pentair Thermal Management LLC
9.	Chinese Characters of FIXED TEMPERATURE in Korean translation	Korea, Republic of	ORD	40-1986-0012918	07/09/1986	40-0144202	08/13/1987	Reg'd	Pentair Thermal Management LLC
10.	Chinese Characters of FIXED TEMPERATURE in Korean translation	Korea, Republic of	ORD	40-1986-0012917	07/09/1986	40-0144203-00-00	08/13/1987	Reg'd	Pentair Thermal Management LLC
11.	ELECTROMELT	Canada	ORD	685777	07/12/1991	401237	08/07/1992	Reg'd	Pentair Thermal Management LLC
12.	ELECTROMELT	Korea, Republic of	ORD	40-2008-57990	12/15/2008	40-816993	03/15/2010	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
13.	ELECTROMELT	United States	ORD	73/830,408	10/10/1989	1,607,396	07/24/1990	Reg'd	Pentair Thermal Management LLC
14.	FLOWGUARD	China (People's Republic)	ORD	5209854	03/13/2006	5209854	04/14/2009	Reg'd	Pentair Thermal Management LLC
15.	FLOWGUARD	Japan	ORD	55859/2006	06/15/2006	5141105	06/13/2008	Reg'd	Pentair Thermal Management LLC
16.	FLOWGUARD	Norway	ORD	200604676	05/04/2006	236025	11/01/2006	Reg'd	Pentair Thermal Management LLC
17.	FLOWGUARD	United Kingdom	ORD	1404970	11/13/1989	1404970	10/22/1990	Reg'd	Pentair Thermal Management LLC
18.	FREEZGARD	United Kingdom	ORD	1313576	06/19/1987	1313576	10/13/1989	Reg'd	Pentair Thermal Management LLC
19.	FREEZGARD	United States	ORD	73/296,473	02/09/1981	1,219,871	12/14/1982	Reg'd	Pentair Thermal Management LLC
20.	FROSTEX	Canada	ORD	651703	02/26/1990	463092	09/06/1996	Reg'd	Pentair Thermal Management LLC
21.	FROSTEX	United States	ORD	73/081,620	03/26/1976	1,066,664	05/31/1977	Reg'd	Pentair Thermal Management LLC
22.	FROSTOP	Austria	ORD	939/97	02/21/1997	171894	10/03/1997	Reg'd	Pentair Thermal Management LLC
23.	FROSTOP	Denmark	ORD	VA 199700950	02/24/1997	VR 199704342	10/17/1997	Reg'd	Pentair Thermal Management LLC
24.	FROSTOP	Finland	ORD	00756/1997	02/20/1997	208633	12/15/1997	Reg'd	Pentair Thermal Management LLC
25.	FROSTOP	Norway	ORD	19971425	02/21/1997	189837	05/07/1998	Reg'd	Pentair Thermal Management LLC
26.	FROSTOP	Sweden	ORD	97-02495	03/11/1997	329281	12/04/1998	Reg'd	Pentair Thermal Management LLC
27.	FROSTRACE	United Kingdom	ORD	1313577	06/19/1987	1313577	04/21/1989	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
28.	GRN	China (People's Republic)	ORD	11127342	06/27/2012	11127342	01/14/2014	Reg'd	Pentair Thermal Management LLC
29.	GRN	China (People's Republic)	ORD	11127337	06/27/2012	11127337	11/14/2013	Reg'd	Pentair Thermal Management LLC
30.	GRN	Hong Kong	ORD	302294640	06/25/2012	302294640	06/25/2012	Reg'd	Pentair Thermal Management LLC
31.	GRN	Taiwan	ORD	101035936	06/26/2012	1574450	04/01/2013	Reg'd	Pentair Thermal Management LLC
32.	HWAT	Austria	ORD	1474/1987	04/21/1987	117615	10/07/1987	Reg'd	Pentair Thermal Management LLC
33.	HWAT	Canada	ORD	685779	07/12/1991	401238	08/07/1992	Reg'd	Pentair Thermal Management LLC
34.	HWAT	China (People's Republic)	ORD	5152531	02/09/2006	5152531	03/21/2009	Reg'd	Pentair Thermal Management LLC
35.	HWAT	European Union	ORD	15006745	01/15/2016			Pending	Pentair Thermal Management LLC
36.	HWAT	Italy	ORD	20532C/87	06/03/1987	1301884	11/11/1988	Reg'd	Pentair Thermal Management LLC
37.	HWAT	Norway	ORD	18744326	12/06/1984	123069	11/14/1985	Reg'd	Pentair Thermal Management LLC
38.	HWAT	Spain	ORD	1193168	05/06/1987	1193168	05/05/1988	Reg'd	Pentair Thermal Management LLC
39.	HWAT	United States	ORD	74046420	04/06/1990	1629969	01/01/1991	Reg'd	Pentair Thermal Management LLC
40.	ICESTOP	Japan	ORD	2008-67837	08/19/2008	5242601	06/26/2009	Reg'd	Pentair Thermal Management LLC
41.	KHP	Korea, Republic of	ORD	40-2004-27197	06/15/2004	40-0618986-00-00	05/24/2005	Reg'd	Pentair Thermal Management LLC
42.	MONITRACE	Australia	ORD	769747	07/08/1998	769747	04/13/1999	Reg'd	Pentair Thermal Management LLC

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43.	MONITRACE	Benelux	ORD	920884	08/05/1998	633544	02/02/1999	Reg'd	Pentair Thermal Management LLC
44.	MONITRACE	Canada	ORD	880218	06/02/1998	TMA524987	03/15/2000	Reg'd	Pentair Thermal Management LLC
45.	MONITRACE	China (People's Republic)	ORD	9800054179	05/25/1998	1323878	10/14/1999	Reg'd	Pentair Thermal Management LLC
46.	MONITRACE	France	ORD	98745739	08/11/1998	98745739	01/22/1999	Reg'd	Pentair Thermal Management LLC
47.	MONITRACE	Germany	ORD	39843833.1	08/03/1998	39843833	03/23/1999	Reg'd	Pentair Thermal Management LLC
48.	MONITRACE	Korea, Republic of	ORD	40-1986-0019162	10/13/1986	40-0147786-00-00	11/27/1987	Reg'd	Pentair Thermal Management LLC
49.	MONITRACE	Mexico	ORD	336277	06/16/1998	583066	07/30/1998	Reg'd	Pentair Thermal Management LLC
50.	MONITRACE	Singapore	ORD	7918/98	08/06/1998	T98/07918G	02/05/2003	Reg'd	Pentair Thermal Management LLC
51.	MONITRACE	Sweden	ORD	98-06916	09/16/1998	340350	09/15/2000	Reg'd	Pentair Thermal Management LLC
52.	MONITRACE	United Kingdom	ORD	2176660	09/07/1998	2176660	04/09/1999	Reg'd	Pentair Thermal Management LLC
53.	PETROTRACE	Brazil	ORD	829834168	07/01/2008	829834168	07/17/2012	Reg'd	Pentair Thermal Management LLC
54.	PETROTRACE	Canada	ORD	1401682	07/02/2008	758518	02/01/2010	Reg'd	Pentair Thermal Management LLC
55.	PETROTRACE	China (People's Republic)	ORD	10475583	02/10/2012	10475583	05/28/2013	Reg'd	Pentair Thermal Management LLC
56.	PETROTRACE	China (People's Republic)	ORD	10475584	02/10/2012	10475584	04/21/2013	Reg'd	Pentair Thermal Management LLC
57.	PETROTRACE	Colombia	ORD	2008/057029	06/05/2008	374852	02/27/2009	Reg'd	Pentair Thermal Management LLC

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58.	PETROTRACE	Ecuador	ORD	200399	06/06/2008	200399	11/26/2008	Reg'd	Pentair Thermal Management LLC
59.	PETROTRACE	Mexico	ORD	943403	06/25/2008	1095539	04/20/2009	Reg'd	Pentair Thermal Management LLC
60.	PETROTRACE	Peru	ORD	354862	05/23/2008	145134	11/18/2008	Reg'd	Pentair Thermal Management LLC
61.	PETROTRACE	Trinidad and Tobago	ORD	39939	06/13/2008	39939	04/29/2009	Reg'd	Pentair Thermal Management LLC
62.	PETROTRACE	United States	ORD	77/601,768	10/28/2008	3,678,893	09/08/2009	Reg'd	Pentair Thermal Management LLC
63.	PETROTRACE	Venezuela	ORD	11169-2008	06/06/2008	P291453	12/23/2008	Reg'd	Pentair Thermal Management LLC
64.	QUICKNET	Australia	ORD	1092342	12/29/2005	1092342	09/21/2006	Reg'd	Pentair Thermal Management LLC
65.	QUICKNET	Canada	ORD	1286738	01/19/2006	680883	02/01/2007	Reg'd	Pentair Thermal Management LLC
66.	QUICKNET	China (People's Republic)	ORD	5152528	02/09/2006	5152528	03/20/2009	Reg'd	Pentair Thermal Management LLC
67.	QUICKNET	European Union	ORD	004742557	11/15/2005	004742557	02/12/2007	Reg'd	Pentair Thermal Management LLC
68.	QUICKNET	Japan	ORD	29193/2006	03/31/2006	4983870	09/01/2006	Reg'd	Pentair Thermal Management LLC
69.	QUICKNET	United States	ORD	78/796,731	01/23/2006	3,324,045	10/30/2007	Reg'd	Pentair Thermal Management LLC
70.	Quicknet Red (Color)	United States	ORD	78/819,647	02/21/2006	3,263,641	07/10/2007	Reg'd	Pentair Thermal Management LLC
71.	QUICKSTAT	Australia	ORD	1092064	12/20/2005	1092064	04/16/2008	Reg'd	Pentair Thermal Management LLC
72.	QUICKSTAT	Canada	ORD	1286736	01/19/2006	680885	02/01/2007	Reg'd	Pentair Thermal Management LLC

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73.	QUICKSTAT	China (People's Republic)	ORD	5152530	02/09/2006	5152530	03/21/2009	Reg'd	Pentair Thermal Management LLC
74.	QUICKSTAT	Japan	ORD	29192/2006	03/31/2006	4983869	09/01/2006	Reg'd	Pentair Thermal Management LLC
75.	QUICKSTAT	United States	ORD	78/796,739	01/23/2006	3,279,504	08/14/2007	Reg'd	Pentair Thermal Management LLC
76.	RAYCLIC	Austria	ORD	3428/88	07/27/1988	123030	12/15/1988	Reg'd	Pentair Thermal Management LLC
77.	RAYCLIC	Benelux	ORD	720212	10/07/1988	450731	04/17/1989	Reg'd	Pentair Thermal Management LLC
78.	RAYCLIC	European Union	MPR	A0051965	07/23/2015	1263329	07/23/2015	Reg'd	Pentair Thermal Management LLC
79.	RAYCLIC	Finland	ORD	4408/88	10/07/1988	109773	12/05/1990	Reg'd	Pentair Thermal Management LLC
80.	RAYCLIC	France	ORD	945460	07/29/1988	1652734	07/29/1988	Reg'd	Pentair Thermal Management LLC
81.	RAYCLIC	Germany	ORD	1138853	07/25/1988	1138853	04/28/1989	Reg'd	Pentair Thermal Management LLC
82.	RAYCLIC	Int'l Registration - Madrid Protocol Only	ORD	A0051965	07/23/2015	1263329	07/23/2015	Reg'd	Pentair Thermal Management LLC
83.	RAYCLIC	Italy	ORD	25401C/88	10/31/1988	1295623	04/22/1991	Reg'd	Pentair Thermal Management LLC
84.	RAYCLIC	Norway	ORD	19884581	10/11/1988	139970	01/04/1990	Reg'd	Pentair Thermal Management LLC
85.	RAYCLIC	Sweden	ORD	88-8543	10/10/1988	249300	05/28/1993	Reg'd	Pentair Thermal Management LLC
86.	RAYCLIC	Switzerland	ORD	5218/88	07/27/1988	366097	07/27/1988	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
87.	RAYCLIC	United Kingdom	ORD	1352710	07/21/1988	1352710	01/17/1990	Reg'd	Pentair Thermal Management LLC
88.	RAYCLIC	United States	ORD	75/067,127	03/04/1996	2,032,219	01/21/1997	Reg'd	Pentair Thermal Management LLC
89.	RAYSOL	Canada	ORD	685782	07/12/1991	436723	12/09/1994	Reg'd	Pentair Thermal Management LLC
90.	RAYSTAT	Benelux	ORD	682547	03/26/1986	417145	10/08/1986	Reg'd	Pentair Thermal Management LLC
91.	RAYSTAT	France	ORD	788420	03/26/1986	1348129	03/26/1986	Reg'd	Pentair Thermal Management LLC
92.	RAYSTAT	Germany	ORD	R44160/9WZ	03/25/1986	2102488	12/20/1996	Reg'd	Pentair Thermal Management LLC
93.	RAYSTAT	Norway	ORD	19861247	03/24/1986	129393	07/09/1987	Reg'd	Pentair Thermal Management LLC
94.	RAYSTAT	Sweden	ORD	86-02478	03/27/1986	206856	08/07/1987	Reg'd	Pentair Thermal Management LLC
95.	RAYTRACE	United Kingdom	ORD	1313579	06/19/1987	1313579	04/21/1989	Reg'd	Pentair Thermal Management LLC
96.	Red Cable Design	Canada	ORD	1461859	12/07/2009	806786	09/15/2011	Reg'd	Pentair Thermal Management LLC
97.	Red Cable Design	United States	ORD	85/139,131	09/27/2010	4,021,741	09/06/2011	Reg'd	Pentair Thermal Management LLC
98.	Red Triangle Design	United States	ORD	85/169,394	11/04/2010	4,219,649	10/02/2012	Reg'd	Pentair Thermal Management LLC
99.	SNOCALC	Canada	ORD	1312052	08/08/2006	705075	01/21/2008	Reg'd	Pentair Thermal Management LLC
100.	SNOCALC and Design	Canada	ORD	1312053	08/08/2006	705068	01/21/2008	Reg'd	Pentair Thermal Management LLC
101.	T2 and Design	Sweden	ORD	9608448	09/18/1996	324036	07/04/1997	Reg'd	Pentair Thermal Management LLC

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102.	T2QUICKNET	Sweden	ORD	98-07966	10/23/1998	341901	11/03/2000	Reg'd	Pentair Thermal Management LLC
103.	TANKCALC	Austria	ORD	1475/87	04/21/1987	116970	08/19/1987	Reg'd	Pentair Thermal Management LLC
104.	TANKCALC	Denmark	ORD	VA 1987 02581	04/22/1987	VR 1990 05992	09/14/1990	Reg'd	Pentair Thermal Management LLC
105.	TANKCALC	Finland	ORD	1805/87	04/22/1987	103558	03/06/1989	Reg'd	Pentair Thermal Management LLC
106.	TANKCALC	Sweden	ORD	87-03269	04/23/1987	211292	07/01/1988	Reg'd	Pentair Thermal Management LLC
107.	TANKCALC	Switzerland	ORD	2588/87	04/21/1987	353.988	04/21/1987	Reg'd	Pentair Thermal Management LLC
108.	THERMOLIMIT	Canada	ORD	578411	02/18/1987	337824	03/04/1988	Reg'd	Pentair Thermal Management LLC
109.	THERMOLIMIT	Japan	ORD	131961/1985	12/26/1985	2065870	07/22/1988	Reg'd	Pentair Thermal Management LLC
110.	THERMOLIMIT (Katakana Characters)	Japan	ORD	131962/1988	12/26/1985	2085806	10/26/1988	Reg'd	Pentair Thermal Management LLC
111.	TRACECALC	Australia	ORD	443703	04/14/1986	443703	05/12/1988	Reg'd	Pentair Thermal Management LLC
112.	TRACECALC	Austria	ORD	823/86	03/13/1986	113801	09/05/1986	Reg'd	Pentair Thermal Management LLC
113.	TRACECALC	Denmark	ORD	VA 1986 01613	03/11/1986	VR 1987 03817	11/13/1987	Reg'd	Pentair Thermal Management LLC
114.	TRACECALC	Finland	ORD	997/86	03/11/1986	100665	02/05/1988	Reg'd	Pentair Thermal Management LLC
115.	TRACECALC	Ireland	ORD	745/86	03/07/1986	118562	09/11/1987	Reg'd	Pentair Thermal Management LLC
116.	TRACECALC	Japan	ORD	047447/1986	05/07/1986	2010-510087	05/30/1989	Reg'd	Pentair Thermal Management LLC

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117.	TRACECALC	Norway	ORD	19861003	03/10/1986	129171	06/18/1987	Reg'd	Pentair Thermal Management LLC
118.	TRACECALC	Portugal	ORD	234043	03/18/1986	234043	12/03/1991	Reg'd	Pentair Thermal Management LLC
119.	TRACECALC	Sweden	ORD	86-2065	03/13/1986	216658	05/04/1990	Reg'd	Pentair Thermal Management LLC
120.	TRACECALC	United Kingdom	ORD	1261667	03/03/1986	1261667	07/31/1987	Reg'd	Pentair Thermal Management LLC
121.	TRACECALC	United States	ORD	73/601,771	06/02/1986	1,446,074	07/07/1987	Reg'd	Pentair Thermal Management LLC
122.	TRACECALC (Katakana Characters)	Japan	ORD	058791/1991	06/05/1991	2621139	02/28/1994	Reg'd	Pentair Thermal Management LLC
123.	TRACECALC PRO	Australia	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
124.	TRACECALC PRO	Canada	ORD	1768995	02/23/2016			Pending	Pentair Thermal Management LLC
125.	TRACECALC PRO	China (People's Republic)	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
126.	TRACECALC PRO	European Union	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
127.	TRACECALC PRO	India	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
128.	TRACECALC PRO	Int'l Registration - Madrid Protocol Only	ORD	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
129.	TRACECALC PRO	Japan	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC
130.	TRACECALC PRO	Kazakhstan	MPR	A0056772	02/22/2016	1295428	02/22/2016	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
131.	TRACECALC PRO	Korea, Republic of	MPR	A005677 2	02/22/ 2016	1295428	02/22/2 016	Reg'd	Pentair Thermal Management LLC
132.	TRACECALC PRO	New Zealand	MPR	1041120	02/22/ 2016	1295428	02/22/2 016	Reg'd	Pentair Thermal Management LLC
133.	TRACECALC PRO	Norway	MPR	A005677 2	02/22/ 2016	1295428	02/22/2 016	Reg'd	Pentair Thermal Management LLC
134.	TRACECALC PRO	Russian Federation	MPR	A005677 2	02/22/ 2016	1295428	02/22/2 016	Reg'd	Pentair Thermal Management LLC
135.	TRACECALC PRO	United States	ORD	86/911,1 87	02/17/ 2016			Pending	Pentair Thermal Management LLC
136.	TRACERLYNX	Argentina	ORD	2905420	04/01/ 2009	2432843	04/15/2 011	Reg'd	Pentair Thermal Management LLC
137.	TRACERLYNX	Australia	ORD	1292415	04/01/ 2009	1292415	08/17/2 009	Reg'd	Pentair Thermal Management LLC
138.	TRACERLYNX	Brazil	ORD	8302205 34	04/01/ 2009	83022053 4	01/17/2 012	Reg'd	Pentair Thermal Management LLC
139.	TRACERLYNX	China (People's Republic)	ORD	7295290	04/01/ 2009	7295290	11/21/2 010	Reg'd	Pentair Thermal Management LLC
140.	TRACERLYNX	European Union	ORD	0081915 21	03/31/ 2009	00819152 1	11/26/2 009	Reg'd	Pentair Thermal Management LLC
141.	TRACERLYNX	India	ORD	1802331	04/01/ 2009	1802331	04/01/2 009	Reg'd	Pentair Thermal Management LLC
142.	TRACERLYNX	Mexico	ORD	999053	03/30/ 2009	1112220	07/24/2 009	Reg'd	Pentair Thermal Management LLC
143.	TRACERLYNX	Norway	ORD	2009033 81	03/31/ 2009	251639	06/29/2 009	Reg'd	Pentair Thermal Management LLC
144.	TRACERLYNX	Russian Federation	ORD	2009706 597	03/31/ 2009	403788	03/16/2 010	Reg'd	Pentair Thermal Management LLC
145.	TRACERLYNX	United States	ORD	77/583,6 90	10/01/ 2008	3,735,035	01/05/2 010	Reg'd	Pentair Thermal Management LLC

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146.	TRACETEK	Argentina	ORD	2700639	02/28/1985	2166269	11/04/1985	Reg'd	Pentair Thermal Management LLC
147.	TRACETEK	Australia	ORD	417709	11/02/1984	A417709	08/11/1987	Reg'd	Pentair Thermal Management LLC
148.	TRACETEK	Austria	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
149.	TRACETEK	Benelux	ORD	669569	10/25/1984	402950	04/16/1985	Reg'd	Pentair Thermal Management LLC
150.	TRACETEK	Brazil	ORD	811887260	02/11/1985	811887260	08/26/1986	Reg'd	Pentair Thermal Management LLC
151.	TRACETEK	Canada	ORD	533879	12/28/1984	TMA312316	03/14/1986	Reg'd	Pentair Thermal Management LLC
152.	TRACETEK	Chile	ORD	677860	03/01/2002	1197490	06/22/2005	Reg'd	Pentair Thermal Management LLC
153.	TRACETEK	Denmark	ORD	VA 199006754	09/04/1990	VR 199205743	07/03/1992	Reg'd	Pentair Thermal Management LLC
154.	TRACETEK	European Union	MPR	492372	10/30/2015	492372	10/30/2015	Reg'd	Pentair Thermal Management LLC
155.	TRACETEK	Finland	ORD	6372/84	11/08/1984	100434	01/20/1988	Reg'd	Pentair Thermal Management LLC
156.	TRACETEK	France	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
157.	TRACETEK	Germany	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
158.	TRACETEK	Hong Kong	ORD	300641484	05/18/2006	300641484	09/10/2007	Reg'd	Pentair Thermal Management LLC
159.	TRACETEK	Hong Kong	ORD	1988B0467	11/01/1986	1988B0467	02/22/1988	Reg'd	Pentair Thermal Management LLC
160.	TRACETEK	India	ORD	429505	11/09/1984	429505	04/12/1991	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
161.	TRACETEK	Int'l Registration - Madrid Protocol Only	ORD	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
162.	TRACETEK	Ireland	ORD	770/85	03/15/1985	117704	08/06/1987	Reg'd	Pentair Thermal Management LLC
163.	TRACETEK	Israel	ORD	59908	11/08/1984	59908	04/26/1990	Reg'd	Pentair Thermal Management LLC
164.	TRACETEK	Italy	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
165.	TRACETEK	Japan	ORD	113834/1984	10/26/1984	2067395	07/22/1988	Reg'd	Pentair Thermal Management LLC
166.	TRACETEK	Korea, Republic of	ORD	40-1984-0016028	10/25/1984	40-119365-00-00	11/04/1985	Reg'd	Pentair Thermal Management LLC
167.	TRACETEK	Malaysia	ORD	MA/5200/84	11/08/1984	84005200	07/28/1989	Reg'd	Pentair Thermal Management LLC
168.	TRACETEK	Mexico	ORD	78837	01/04/1990	388616	12/21/1990	Reg'd	Pentair Thermal Management LLC
169.	TRACETEK	New Zealand	ORD	155585	10/31/1984	155585	07/11/1989	Reg'd	Pentair Thermal Management LLC
170.	TRACETEK	Norway	ORD	19843787	10/30/1984	128643	05/07/1987	Reg'd	Pentair Thermal Management LLC
171.	TRACETEK	Peru	ORD	246793	07/15/1994	15392	03/22/1995	Reg'd	Pentair Thermal Management LLC
172.	TRACETEK	Portugal	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
173.	TRACETEK	Singapore	ORD	B1282/85	03/22/1985	T8501282H	08/31/1989	Reg'd	Pentair Thermal Management LLC
174.	TRACETEK	Spain	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
175.	TRACETEK	Sweden	ORD	84-7919	11/01/1984	207247	09/18/1987	Reg'd	Pentair Thermal Management LLC
176.	TRACETEK	Switzerland	MPR	492372	02/20/1985	492372	02/20/1985	Reg'd	Pentair Thermal Management LLC
177.	TRACETEK	Taiwan	ORD	74010426	03/16/1985	297789	09/01/1985	Reg'd	Pentair Thermal Management LLC
178.	TRACETEK	United Kingdom	ORD	1228963	10/26/1984	1228963	01/29/1988	Reg'd	Pentair Thermal Management LLC
179.	TRACETEK	United States	ORD	73/513,287	12/12/1984	1,349,085	07/16/1985	Reg'd	Pentair Thermal Management LLC
180.	TRACETEK	Venezuela	ORD	7417/1985	06/27/1985	129150	04/27/1987	Reg'd	Pentair Thermal Management LLC
181.	TRACETEK (Katakana Characters)	Japan	ORD	113835/1984	10/26/1984	2115643	02/21/1989	Reg'd	Pentair Thermal Management LLC
182.	TRAC-LOC	Brazil	ORD	830669965	07/19/2010	830669965	05/21/2013	Reg'd	Pentair Thermal Management LLC
183.	TRAC-LOC	China (People's Republic)	ORD	5423408	06/16/2006	5423408	09/07/2009	Reg'd	Pentair Thermal Management LLC
184.	TRAC-LOC	European Union	ORD	005070503	05/11/2006	005070503	06/21/2007	Reg'd	Pentair Thermal Management LLC
185.	TRAC-LOC	India	ORD	1468346	07/10/2006	1468346	12/22/2008	Reg'd	Pentair Thermal Management LLC
186.	TRAC-LOC	Japan	ORD	2006-44477	05/16/2006	5159139	08/15/2008	Reg'd	Pentair Thermal Management LLC
187.	TRAC-LOC	Kazakhstan	ORD	35473	07/11/2006	24980	05/14/2008	Reg'd	Pentair Thermal Management LLC
188.	TRAC-LOC	Korea, Republic of	ORD	40-2006-0031042	06/13/2006	40-0714511-00-00	06/22/2007	Reg'd	Pentair Thermal Management LLC
189.	TRAC-LOC	Malaysia	ORD	06008398	05/19/2006	06008398	09/17/2007	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
190.	TRAC-LOC	Norway	ORD	200605162	05/15/2006	235954	10/31/2006	Reg'd	Pentair Thermal Management LLC
191.	TRAC-LOC	Russian Federation	ORD	2006714785	06/01/2006	328610	06/27/2007	Reg'd	Pentair Thermal Management LLC
192.	TRAC-LOC	Singapore	ORD	T06/10923H	06/05/2006	T06/10923H	06/05/2006	Reg'd	Pentair Thermal Management LLC
193.	TRAC-LOC	United Arab Emirates	ORD	86905	11/01/2006	87468	04/10/2008	Reg'd	Pentair Thermal Management LLC
194.	TRAC-LOC	United States	ORD	78/875,575	05/03/2006	3,385,502	02/19/2008	Reg'd	Pentair Thermal Management LLC
195.	TRAC-LOC	Vietnam	ORD	4-2006-08818	06/08/2006	4-110074	09/30/2008	Reg'd	Pentair Thermal Management LLC
196.	VENTANA	China (People's Republic)	ORD	7668141	09/03/2009	7668141	03/07/2011	Reg'd	Pentair Thermal Management LLC
197.	VIAGARD	Denmark	ORD	VA 198801070	02/12/1988	VR 199006194	09/21/1990	Reg'd	Pentair Thermal Management LLC
198.	VIAGARD	Finland	ORD	724/88	02/17/1988	107198	04/20/1990	Reg'd	Pentair Thermal Management LLC
199.	VIAGARD	France	ORD	886704	11/06/1987	1434192	11/06/1987	Reg'd	Pentair Thermal Management LLC
200.	VIAGARD	Germany	ORD	R45990/11WZ	11/09/1987	1123222	06/10/1988	Reg'd	Pentair Thermal Management LLC
201.	VIAGARD	Norway	ORD	880659	02/12/1988	136563	05/11/1989	Reg'd	Pentair Thermal Management LLC
202.	VIAGARD	Sweden	ORD	88-1439	02/18/1988	218795	09/21/1990	Reg'd	Pentair Thermal Management LLC
203.	VIAGARD	Switzerland	ORD	7343/87	11/11/1987	365937	11/11/1987	Reg'd	Pentair Thermal Management LLC
204.	VIAGARD	United Kingdom	ORD	UK00001325663	10/30/1987	1325663	09/22/1989	Reg'd	Pentair Thermal Management LLC

	Trademark	Country	Case Type	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
205.	WARM COMMITMENT in Chinese Characters	China (People's Republic)	ORD	11154749	07/03/2012	11154749	11/21/2013	Reg'd	Pentair Thermal Management LLC
206.	WARM COMMITMENT in Chinese Characters	China (People's Republic)	ORD	11154750	07/03/2012	11154750	11/21/2013	Reg'd	Pentair Thermal Management LLC
207.	WARM COMMITMENT in Chinese Characters	Hong Kong	ORD	302301092	06/29/2012	302301092	02/18/2013	Reg'd	Pentair Thermal Management LLC
208.	WARM COMMITMENT in Chinese Characters	Taiwan	ORD	101036952	06/29/2012	1600564	09/16/2013	Reg'd	Pentair Thermal Management LLC
209.	WINTERGARD	Canada	ORD	685780	07/12/1991	401239	08/07/1992	Reg'd	Pentair Thermal Management LLC
210.	WINTERGARD	United States	ORD	73/630,222	11/13/1986	1,448,347	07/21/1987	Reg'd	Pentair Thermal Management LLC
211.	WINTERGARD PLUS	United States	ORD	73/630,221	11/13/1986	1,448,346	07/21/1987	Reg'd	Pentair Thermal Management LLC
212.	WINTERGARD WET	United States	ORD	73/630,220	11/13/1986	1,446,240	07/07/1987	Reg'd	Pentair Thermal Management LLC
213.	XL-TRACE	Canada	ORD	685781	07/12/1991	401240	08/07/1992	Reg'd	Pentair Thermal Management LLC
214.	XL-TRACE	United States	ORD	74/046,422	04/06/1990	1,639,004	03/26/1991	Reg'd	Pentair Thermal Management LLC
215.	FSE	United States	ORD	75/040,960	01/05/1996	2,038,554	02/18/1997	Reg'd	Tracer Industries, Inc.
216.	TRACER	Brazil	ORD	831175990	07/26/2011	831175990	12/09/2014	Reg'd	Tracer Industries, Inc.
217.	TRACER	Canada	ORD	1024600	08/03/1999	548890	07/30/2001	Reg'd	Tracer Industries, Inc.
218.	TRACER	European Union	ORD	3366879	09/24/2003	3366879	07/21/2006	Reg'd	Tracer Industries, Inc.
219.	TRACER	United States	ORD	75/664,692	03/22/1999	2,456,678	06/05/2001	Reg'd	Tracer Industries, Inc.

Schedule 2.05

Third-Party Agreements

1. “620-13” License Agreement, dated as of December 29, 2006 between Tyco Electronics Corporation (now TE Connectivity Corporation) (“TE Connectivity”) and Pentair Thermal Management LLC (“Thermal”)
2. Co-Existence Agreement, dated as of December 29, 2006 between TE Connectivity and Thermal
3. Patent and Know-How Assignment Agreement, dated as of December 29, 2006 between TE Connectivity and Thermal
4. Contribution Agreement, dated as of December 29, 2006 between TE Connectivity and Thermal
5. Raychem Trademark License Agreement, dated as of December 29, 2006 between TE Connectivity and Thermal
6. Coexistence and Consent Agreement dated as of April 13, 2004, by and between Tyco International (PA), Inc. (a predecessor in interest to Thermal) and Ideal Industries, Inc.

Schedule 3.01
Purchase Price

[REDACTED]

EXHIBIT A

Assignment of Trademarks
(Please see attached)

TRADEMARK ASSIGNMENT

[Country]

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made by and between _____ [Pentair Thermal Management LLC / Tracer Industries, Inc.] (the "Seller"), with registered office at 7433 Harwin Drive, Houston, Texas 77036 United States of America; and Pentair Flow Services AG, a stock corporation organized and existing under the laws of Switzerland with its registered office at Freier Platz 10, CH-8200, Schaffhausen, Switzerland (the "Purchaser").

Whereas, the Seller is the owner of the Trademarks listed in the attached Schedule; and

Whereas, the Purchaser desires to acquire the Trademarks.

Now, therefore, in consideration of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Seller hereby sells, assigns and transfers to the Purchaser, Seller's entire right, title and interest in and to the Trademarks, the goodwill of the business in connection therewith, and all rights to all income, royalties, claims, payments, and any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Trademarks.

This Assignment is made pursuant to the *Intellectual Property Purchase Agreement* by and between the parties, dated as of [●], 2017 (the "Agreement"). Terms not defined in this Assignment will have the meaning set forth in the Agreement. To the extent of any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement will prevail and control.

Without additional consideration, Sellers and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Purchaser may reasonably request in order to fulfill the purposes and intent of this Assignment.

In witness whereof, the Parties have caused this Assignment to be executed as of the dates written below.

*Remainder of Page Intentionally Left Blank.
Signatures Follow.*

[SELLER: Either PENTAIR THERMAL
MANAGEMENT LLC or TRACER INDUSTRIES,
INC.]

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

PENTAIR FLOW SERVICES AG

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

SCHEDULE A-1

Trademarks

[INSERT LIST OF TRADEMARKS]

EXHIBIT B

Assignment of Copyrights
(Please see attached)

COPYRIGHT ASSIGNMENT

[Country]

THIS COPYRIGHT ASSIGNMENT (the "Assignment") is made by and between _____ [Pentair Thermal Management LLC / Tracer Industries, Inc.] (the "Seller"), with registered office at 7433 Harwin Drive, Houston, Texas 77036 United States of America; and Pentair Flow Services AG, a stock corporation organized and existing under the laws of Switzerland with its registered office at Freier Platz 10, CH-8200, Schaffhausen, Switzerland (the "Purchaser").

Whereas, the Seller is the owner of the Copyrights listed in the attached Schedule; and

Whereas, the Purchaser desires to acquire the Copyrights.

Now, therefore, in consideration of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Seller hereby sells, assigns and transfers to the Purchaser, Seller's entire right, title and interest in and to the Copyrights, and all rights to all income, royalties, claims, payments, and any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Copyrights, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, misuse or other violation of the Copyrights against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, misappropriation, misuse, or other violation of the Copyrights.

This Assignment is made pursuant to the *Intellectual Property Purchase Agreement* by and between the parties, dated as of [•], 2017 (the "Agreement"). Terms not defined in this Assignment will have the meaning set forth in the Agreement. To the extent of any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement will prevail and control.

Without additional consideration, Sellers and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Purchaser may reasonably request in order to fulfill the purposes and intent of this Assignment.

In witness whereof, the Parties have caused this Assignment to be executed as of the dates written below.

*Remainder of Page Intentionally Left Blank.
Signatures Follow.*

[SELLER: Either PENTAIR THERMAL
MANAGEMENT LLC or TRACER INDUSTRIES,
INC.]

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

PENTAIR FLOW SERVICES AG

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

SCHEDULE B-1

Works

[INSERT LIST OF COPYRIGHTS]

EXHIBIT C
Assignment of Patents
(Please see attached)

PATENT ASSIGNMENT

[Country]

THIS PATENT ASSIGNMENT (the "Assignment") is made by and between _____ [Pentair Thermal Management LLC / Tracer Industries, Inc.] (the "Seller"), with registered office at 7433 Harwin Drive, Houston, Texas 77036 United States of America; and Pentair Flow Services AG, a stock corporation organized and existing under the laws of Switzerland with its registered office at Freier Platz 10, CH-8200, Schaffhausen, Switzerland (the "Purchaser").

Whereas, the Seller is the owner of the Patents listed in the attached Schedule; and

Whereas, the Purchaser desires to acquire the Patents.

Now, therefore, in consideration of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Seller hereby sells, assigns and transfers to the Purchaser, Seller's entire right, title and interest in and to the Patents, and all rights to all income, royalties, claims, payments, and any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Patents, all rights to bring an action, whether at law or in equity, for infringement, misuse or other violation of the Patents against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, misuse, or other violation of the Patents.

This Assignment is made pursuant to the *Intellectual Property Purchase Agreement* by and between the parties, dated as of [●], 2017 (the "Agreement"). Terms not defined in this Assignment will have the meaning set forth in the Agreement. To the extent of any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement will prevail and control.

Without additional consideration, Sellers and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Purchaser may reasonably request in order to fulfill the purposes and intent of this Assignment.

In witness whereof, the Parties have caused this Assignment to be executed as of the dates written below.

*Remainder of Page Intentionally Left Blank.
Signatures Follow.*

[SELLER: Either PENTAIR THERMAL
MANAGEMENT LLC or TRACER INDUSTRIES,
INC.]

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

PENTAIR FLOW SERVICES AG

By: _____

Name: _____

Title: _____

The above-named individual, to me known to be the individual named above, personally appeared before me this [•], 2017, and acknowledged that he/she executed the foregoing Assignment on behalf of the company and pursuant to authority duly received.

(SEAL)

Notary Public

SCHEDULE C-1

Patents

[Insert List of Patents]

EXHIBIT D

Assignment of Unregistered Intellectual Property
(Please see attached)

ASSIGNMENT OF UNREGISTERED INTELLECTUAL PROPERTY

This ASSIGNMENT OF UNREGISTERED INTELLECTUAL PROPERTY (this "Assignment"), dated as of [•], is made by and between [•] (the "Assignors") and [•] (the "Assignee").

WHEREAS, Assignors, respectively, are the owners of certain rights in and to unregistered intellectual properties which are related to the Thermal Business, including, but not limited to, the property identified on Schedule D-1 and made part hereof (collectively, the "Unregistered Intellectual Property");

WHEREAS, the Assignee desires to acquire the Unregistered Intellectual Property; and

WHEREAS, This Assignment is made pursuant to the *Intellectual Property Purchase Agreement* by and between the parties, dated as of [•], 2017 (the "Agreement"). Terms not defined in this Assignment will have the meaning set forth in the Agreement. To the extent of any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement will prevail and control.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides an different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.

2. Conveyance and Acceptance. Assignors hereby irrevocably, without reservation, sell, assign, transfer, convey and deliver to Assignee (and to Assignee's successors and assigns) and Assignee accepts any and all of Assignors' rights, title and interest in and to the Unregistered Intellectual Property worldwide, including, but not limited to:

a) unregistered trademarks, trade names, service marks, trade dress, designs, logos, emblems, signs or insignia, slogans, keywords or phrases for online and internet advertising, and other proprietary indicia of goods or services, as well as all goodwill associated therewith, all rights to sue for past infringement thereof, all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

b) unregistered copyrights, original works of authorship in any medium of expression whether published or unpublished, copyrightable works, mask works, computer software and software systems (including data, databases and related documentation) whether in source code, object code or other forms, algorithms, as well as all elements and rights thereof including, but not limited to, all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any

claim or cause of action associated with any of the foregoing;

c) any rights and interests in any and all domain names, domain name registrations and social media accounts and profiles owned by the Company and all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

d) trade secrets (as such are determined under United States law or any other applicable law), know-how, and other confidential business information, including but not limited to technical information, marketing plans, research, designs, plans, methods, techniques and processes, formulas, ideas, drawings, specifications, policies, consultant arrangements, any and all technology, computer software programs or applications, in both source and object code form, technical documentation of such software programs, statistical models, supplier lists, inventions which do not qualify as patents, databases, and data, whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing; and

e) any and all other tangible or intangible proprietary property, information and materials that are or have been used (including without limitation in the development of) in or in connection with the Company's business and/or in any product, technology or process (i) currently being or formerly manufactured, marketed or used by the Company, or (ii) previously or currently under development for possible future manufacturing, marketing or other use by the Company, all rights in and to all income, royalties, claims, payments, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing.

3. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any Governmental Entity.

4. Further Acts. Without additional consideration, Assignors and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE D-1

Unregistered Intellectual Property

[INSERT LIST OF UNREGISTERED INTELLECTUAL PROPERTY, (E.G., DOMAIN NAMES, TRADE NAMES, UNREGISTERED TRADEMARKS, ETC.)]