

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4994630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLASHPOINT TECHNOLOGIES, LLC	01/27/2017
RECEIVING PARTY DATA	
Name:	PENTAIR WATER POOL AND SPA, INC.
Street Address:	400 REGENCY FOREST DRIVE
Internal Address:	SUITE 300
City:	CARY
State/Country:	NORTH CAROLINA
Postal Code:	27518
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15362369
CORRESPONDENCE DATA	
Fax Number:	(414)271-3552
<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>	
Email:	ellen.webb@quarles.com
Correspondent Name:	QUARLES & BRADY LLP ATTN: IP DOCKET
Address Line 1:	411 E. WISCONSIN AVENUE
Address Line 2:	SUITE 2400
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	144074.01202
NAME OF SUBMITTER:	ELLEN R. WEBB
SIGNATURE:	/Ellen R. Webb/
DATE SIGNED:	06/06/2018
Total Attachments: 3	
source=Assignment#page1.tif	
source=Assignment#page2.tif	
source=Assignment#page3.tif	

PATENT ASSIGNMENT

January 27, 2017

WHEREAS, Flashpoint Technologies, LLC, a Florida limited liability company ("Assignor"), is the owner of the patents and patent applications and the inventions related thereto as set forth on Exhibit B (the "Patents").

WHEREAS, Assignee and Assignor have entered into an Intellectual Property/Tooling Asset Purchase Agreement, dated the date hereof (hereinafter referred to as the "Purchase Agreement"), whereby Assignor has agreed to sell, transfer, and deliver to Buyer all of the right, title and interest in and to the Patents.

WHEREAS, Assignor has agreed to assign and does hereby assign to Pentair Water Pool and Spa, Inc., a Delaware corporation ("Assignee"), all rights, title, interest and licenses in and to the Patents.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer, to Assignee, all right, title and interest of Assignor in and to the Patents, including any and all applications claiming priority therefrom, any non-provisionals, divisions or continuations thereof, any improvements thereon, all inventions therein disclosed and any patent or patents that may be issued or reissued thereon, all as existing on the date hereof, and all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patents.

3. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of any infringement of the Patents, with the right to sue and collect the same.

4. Assignor will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title to the Patents in Assignee, its successors, assigns and legal representatives or nominees; and to enforce such rights in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives,

any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

6. Assignor will reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Patents, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Patents.

7. This Patent Assignment and all the terms hereof shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

8. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined in this Agreement, have the meanings assigned to them in the Purchase Agreement.

9. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement. IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

FLASHPOINT TECHNOLOGIES, LLC

By: _____ MGR

Its: 11-27-2017

[Signature page to Patent Assignment (Flashpoint Technologies, LLC)]

EXHIBIT A
TO PATENT ASSIGNMENT

ISSUED PATENT

Title	U.S. Patent No.	Date of Patent
AUTOMATIC POOL AND SPA WATER LEVELOR ON A NON-STATIC LINE	9,513,638	December 6, 2016

