

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5369135

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTEGRATED DESIGNS, L.P.	01/25/2019
RECEIVING PARTY DATA		
Name:	TELEDYNE DIGITAL IMAGING US, INC.	
Street Address:	1049 CAMINO DOS RIOS	
City:	THOUSAND OAKS	
State/Country:	CALIFORNIA	
Postal Code:	91360	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10132309
CORRESPONDENCE DATA		
Fax Number:		
<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:	zachary.hunsaker@teledyne.com	
Correspondent Name:	ZACHARY HUNSAKER	
Address Line 1:	1049 CAMINO DOS RIOS	
Address Line 4:	THOUSAND OAKS, CALIFORNIA 91360	
ATTORNEY DOCKET NUMBER:	PPPP-2013-002US4	
NAME OF SUBMITTER:	ZACHARY HUNSAKER	
SIGNATURE:	/zjh/	
DATE SIGNED:	02/11/2019	
Total Attachments: 11		
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”), dated as of January 25, 2019, is entered into by and between Integrated Designs, L.P, a Delaware Limited Partnership, located at 2853 Dickerson Parkway, Carrollton, Texas 75007, USA (“Assignor”) and Teledyne Digital Imaging US, Inc., a Delaware corporation, located at 700 Technology Drive, Billerica, Massachusetts, 01821, USA (“Assignee”). Assignor and Assignee are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, reference is hereby made to that certain Purchase Agreement, dated as of December 19, 2018 (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), between Roper Technologies, Inc., a Delaware corporation (“Roper”), and Teledyne Technologies Incorporated, a Delaware corporation (“Teledyne”), pursuant to which, among other things, Roper has agreed to sell, or cause certain of its direct or indirect Subsidiaries (each, an “Asset Seller”), to sell to certain of Teledyne’s Affiliates (each, an “Asset Buyer”), and Teledyne has agreed to cause the Asset Buyers to purchase from Roper or the Asset Sellers, the Transferred Assets and Liabilities;

WHEREAS, Assignor is the owner of: (a) those certain trademark registrations identified on Schedule A attached hereto (“Assigned Trademarks”), (b) those certain internet domain name registrations identified on Schedule B attached hereto (“Assigned Domain Names”), and (c) those certain patent and patent applications identified on Schedule C (the “Assigned Patents” and together with the Assigned Trademarks and Assigned Domain Names, the “Assigned IP”);

WHEREAS, Teledyne has designated Assignee as the Asset Buyer with respect to the Assigned IP; and

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the Assigned IP pursuant to the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth in this Agreement and other good and valuable consideration, including as set forth in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor’s right, title, and interest in and to the Assigned Trademarks, (ii) the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, (iii) the right to sue and recover for past, present, and future infringement thereof, (iv) the right to secure registration of the Assigned Trademarks and recordation of this Agreement, and (v) the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks.

2. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor's right, title, and interest in and to the Assigned Domain Names, (ii) the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, provided any such goodwill exists and is held by Assignor (iii) the right to sue and recover for past, present, and future infringement thereof, (iv) the right to secure a renewal of any registration of the Assigned Domain Names, and (v) the right to initiate other proceedings before all governmental authorities and Registering Authorities with respect to such Assigned Domain Names.

3. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor's right, title, and interest in and to the Assigned Patents, (ii) all rights of priority with respect to the Assigned Patents under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention, (iii) all models and designs, domestic and foreign, which may hereafter be filed corresponding to the Assigned Patents; (iv) all forms of industrial property protection, including without limitation patents, utility models, inventors' certificates and designs which may be granted on the Assigned Patents; and (v) all continuations, continuations-in-part, divisionals, substitutes, reissues, reexaminations, renewals, patents of addition and extensions of and with respect to the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said Assigned Patents are granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Agreement had not been made, together with all of Assignor's right, title and interest in and to claims for damages by reason of past infringement of the Assigned Patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

4. Assumption of Liabilities. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee hereby assumes from Assignor, and agrees to pay, perform, fulfill and discharge when and as due, all Transferred Liabilities associated with the Assigned IP.

5. Cooperation. Whenever reasonably requested to do so by Assignee or its successors, assigns or other legal representatives, at Assignee's expense, Assignor shall use its commercially reasonable efforts to execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the Assigned IP and to allow Assignee and its successors, assigns or other legal representatives to apply for, protect, obtain, maintain, issue, defend and enforce letters patent of any country or to otherwise protect their respective interests therein. Assignee shall be responsible, at its expense, for the preparation, legalization and recording of any documents and the obtaining of any third party or governmental approvals or consent not required to be obtained by Assignor under the Purchase Agreement which may be necessary to effect and record the assignment of the Patents.

6. Terms of the Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. This Agreement is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern and control. The Purchase Agreement is not merged into this Agreement.

7. Miscellaneous.

(a) Certain Definitions. Capitalized terms used but not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

(c) Consent to Jurisdiction. Each Party hereby irrevocably agrees that any Legal Dispute shall be brought only in the exclusive jurisdiction of the courts of the State of Delaware or the federal courts located in the State of Delaware, and each Party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Legal Dispute and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Legal Dispute in any such court or that any such Legal Dispute that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Dispute that is filed in accordance with this Section 7(c) is pending before a court, all Actions with respect to such Legal Dispute or any other Legal Dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each Party hereby waives, and shall not assert as a defense in any Legal Dispute, that (i) such Party is not subject thereto, (ii) such Legal Dispute may not be brought or is not maintainable in such court, (iii) such Party's property is exempt or immune from execution, (iv) such Legal Dispute is brought in an inconvenient forum or (v) the venue of Legal Dispute is improper. A final judgment in any Legal Dispute described in this Section 7(c) following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Laws.

(d) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email

transmission shall be as effective as delivery of a manually executed counterpart of the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

INTEGRATED DESIGNS L.P.

By: 

Name: John K. Stipancich
Title: Authorized Signatory

ASSIGNEE:

**TELEDYNE DIGITAL IMAGING US,
INC.**

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

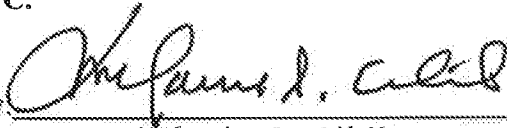
ASSIGNOR:

INTEGRATED DESIGNS L.P.

By: _____
Name: John K. Stipancich
Title: Authorized Signatory

ASSIGNEE:

**TELEDYNE DIGITAL IMAGING US,
INC.**

By:  _____
Name: Melanie S. Cibik
Title: Senior Vice President,
General Counsel, Chief
Compliance Officer and Secretary

Schedule A

Assigned Trademarks

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Class	Owner
CHEMNET	US	Registered	75362040	Sep 24, 1997	2339050	Apr 4, 2000	09	Integrated Designs, L.P.
IDI	US	Registered	78511868	Nov 5, 2004	3040992	Jan 10, 2006	07	Integrated Designs, L.P.
IDI-CYBOR (stylized)	US	Registered	78511854	Nov 5, 2004	3035492	Dec 27, 2005	07	Integrated Designs, L.P.
CYBOR	US	Registered	78511871	Nov 5, 2004	3040993	Jan 10, 2006	07	Integrated Designs, L.P.
CYBORPUMP	US	Registered	78511865	Nov 5, 2004	3035494	Dec 27, 2005	07	Integrated Designs, L.P.

Schedule B

Assigned Domain Names

bulkchemicaldelivery.systems
chemicalblending.systems
chemicalcarts.systems
chemicaldelivery.systems
chemicalstorage.systems
chemicalwastecollection.systems
cybor.com
cyborpumps.com
cyborpumps.repair
headcase.systems
highviscositypumps.com
idi.systems
idicybor.com
idi-cybor.com
idicybor.repair
idipumps.com
idipumps.repair
integrated-designs.com
integrated-designs.info
integrated-designs.net
integrated-designs.org
pumpless.com
rebuild.systems
resistpumps.com
slurrydelivery.systems
valvemanafoldboxes.systems
vmb.systems
wasteevacuation.com
wasteevacuation.systems

Schedule C

Assigned Patents

Title	Country	Status	App. No.	App. Date	Patent No.	Grant Date	Owner
Apparatus and Method for Dispensing Fluid	JP	Issued	2000318343	Oct 18, 2000	3958926	May 18, 2007	Integrated Designs, L.P.
Method and Apparatus for Dispensing Fluids	KR	Issued	2000061355	Oct 18, 2000	0754342	Sep 3, 2007	Integrated Designs, L.P.
Method and Apparatus for Dispensing Fluids	TW	Issued	20000121812	Jan 9, 2001	466301	Dec 1, 2001	Integrated Designs, L.P.
Method and Apparatus for Dispensing Fluids	US	Issued	09691627	Oct 18, 2000	6478547	Nov 12, 2002	Integrated Designs, L.P.
Method and Apparatus for Dispensing Fluids	US	Issued	10065701	Nov 11, 2002	6742993	Jun 1, 2004	Integrated Designs, L.P.
Liquid Dispensing System with Enhanced Filter	US	Issued	10112661	Mar 28, 2002	6554579	Apr 29, 2003	Integrated Designs, L.P.
Precision Pump with Multiple Heads	US	Issued	11938408	Nov 12, 2007	8047815	Nov 1, 2011	Integrated Designs, L.P.
Precision Pump with Multiple Heads	CN	Issued	20088106306	Jul 8, 2008	101849107	Jun 5, 2013	Integrated Designs, L.P.
Precision Pump with Multiple Heads	JP	Issued	2010517074	Jul 8, 2008	5085733	Sep 14, 2012	Integrated Designs, L.P.
Precision Pump with Multiple Heads	TW	Issued	097126346	Jul 11, 2008	1378179	Dec 1, 2012	Integrated Designs, L.P.
Precision Pump Having Multiple Heads and Using an Actuation Fluid to Pump One or More Different Process Fluids	US	Issued	12687784	Jan 14, 2010	8317493	Nov 27, 2012	Integrated Designs, L.P.
Precision Pump with Multiple Heads	KR	Issued	20107003398	Feb 16, 2010	1222899	Jan 10, 2013	Integrated Designs, L.P.
Adjusting Circuit and Method for Determining the Pump Pressure Based on the Motor Current	JP	Issued	2012520751	Jul 14, 2010	6062246	Dec 22, 2016	Integrated Designs, L.P.
System and Method for Determining Pump Pressure Based on Motor Current	US	Issued	12836038	Jul 14, 2010	8441222	May 14, 2013	Integrated Designs, L.P.
Precision Pump with Multiple Heads	US	Issued	13670083	Nov 6, 2012	8535021	Sep 17, 2013	Integrated Designs, L.P.
Pump System and Method Having a Quick Change Motor Drive	US	Issued	14202755	Mar 10, 2014	9739274	Aug 22, 2017	Integrated Designs, L.P.

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Pump Having an Automated Gas Removal and Fluid Recovery System Method	US	Issued	14202831	Mar 10, 2014	9719504	Aug 1, 2017	Integrated Designs, L.P.
Apparatus and Method for the Remote Monitoring, Viewing and Control of a Semiconductor Process Tool	US	Pending	14202879	Mar 10, 2014			Integrated Designs, L.P.
Be Suitable for Filter Discharge Port That is Used in Dynamic Formula Pumping System Circulation Path Again	CN	Issued	2014900706U	Mar 11, 2014	205540306	Aug 31, 2016	Integrated Designs, L.P.
Comprehensive Pump System and Method Having a Quick Change Motor Drive, Automated Gas Removal and Fluid Recovery System and Remote Monitoring Viewing and Control Thereof	CN	Issued	2016208254547	Mar 11, 2014	CN206054259U	Mar 29, 2017	Integrated Designs, L.P.
Quick Comprehensive Pump System and Method with the Change Motor Drive Unit, the Automatic Gas Removal and Fluid Recovery System, as Well as, Its Remote Monitoring, Visibility and Control	JP	Pending	2016501160	Mar 11, 2014			Integrated Designs, L.P.
Comprehensive Pump System and Method Having a Quick Change Motor Drive, Automated Gas Removal and Fluid Recovery System and Remote Monitoring Viewing and Control Thereof	KR	Pending	1020157029738	Mar 11, 2014			Integrated Designs, L.P.
Comprehensive Pump System and Method Having a Quick Change Motor Drive, Automated Gas Removal and Fluid Recovery System and Remote Monitoring Viewing and Control Thereof	TW	Issued	103109649	Mar 14, 2014	1637109	Oct 1, 2018	Integrated Designs, L.P.
Comprehensive Pump System and Method Having a Quick Change Motor Drive, Automated Gas Removal and Fluid Recovery System and Remote Monitoring Viewing and Control Thereof	TW	Pending	107123336	Mar 14, 2014			Integrated Designs, L.P.
Pump Having an Automated Gas Removal and Fluid Recovery System and Method Using a Gas Removal Reservoir Having an Internal Partition	US	Issued	14473086	Aug 29, 2014	10092862	Oct 9, 2018	Integrated Designs, L.P.
Pump Having an Automated Gas Removal and Fluid Recovery System and Method Using a Gas Removal Reservoir Having an	JP	Pending	2017511920	Aug 21, 2015			Integrated Designs, L.P.

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Internal Partition							
Pump Having an Automated Gas Removal and Fluid Recovery System and Method Using a Gas Removal Reservoir Having an Internal Partition	JP	Pending	JP2018202891	Aug 21, 2015			Integrated Designs, L.P.
Pump Having an Automated Gas Removal and Fluid Recovery System and Method Using a Gas Removal Reservoir Having an Internal Partition	WO	Pending	PCTUS2015046285	Aug 21, 2015			Integrated Designs, L.P.
Predictive Pump Maintenance System	US	Pending	62316162	Mar 31, 2016			Integrated Designs, L.P.