

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5473098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	05/23/2017

**CONVEYING PARTY DATA**

Name	Execution Date
BROUNLEY RF INC.	05/23/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	JOHN BEAN TECHNOLOGIES CORPORATION
<b>Street Address:</b>	70 WEST MADISON STREET
<b>Internal Address:</b>	SUITE 4400
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	62372612
Application Number:	15673229

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** EFILING@COJK.COM  
**Correspondent Name:** CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC  
**Address Line 1:** 1201 THIRD AVENUE  
**Address Line 4:** SEATTLE, WASHINGTON 98101

<b>ATTORNEY DOCKET NUMBER:</b>	JBTWTEC-1-64077 & 64078
<b>NAME OF SUBMITTER:</b>	LESLIE M. JACKSON
<b>SIGNATURE:</b>	/Leslie M. Jackson/
<b>DATE SIGNED:</b>	04/12/2019

**Total Attachments: 9**

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 23, 2017, by and among John Bean Technologies Corporation, a Delaware corporation ("Purchaser"), Rick Brounley, Bob Brounley, Vince Pulio, Jorn Johansen, Kjell Ivar Bache, Helene Granvold, Terry Phillips, and Kelly Crouse (each a "Seller" and collectively the "Sellers"), and Rick Brounley, solely in his capacity as the Sellers' Representative pursuant to Section 6.11 (the "Sellers' Representative"). Purchaser and Sellers are each referred to as a "Party" and collectively as the "Parties".

### WITNESSETH:

WHEREAS, the Sellers own all of the issued and outstanding shares of capital stock of Brounley RF Inc., a Florida corporation (the "Company"); and

WHEREAS, the Sellers desire to sell, and the Purchaser desires to purchase, all of the issued and outstanding shares of capital stock of the Company, free and clear of all Liens, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing initial paragraph and recitals, and the representations, warranties, covenants, agreements, conditions and indemnities contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

### ARTICLE I. THE TRANSACTION

**1.1 Sale and Purchase of Stock.** At Closing, Sellers, as the owners of all the issued and outstanding capital stock of the Company, consisting of 100,000 shares of common stock (the "Stock"), shall sell, transfer and deliver or cause to be sold, transferred and delivered to Purchaser, and Purchaser shall purchase from Sellers, all of the Stock, free and clear of all Liens. Schedule 1.1 sets forth the number of shares of Stock owned by each Seller, the certificate numbers for the Stock owned by each Seller and the proportionate share ownership for each Seller.

**1.2 Purchase Price.** The purchase price (the "Purchase Price") for the Stock shall be [REDACTED]. The Parties acknowledge that the Purchaser has previously paid to the Company a deposit of [REDACTED] of the Purchase Price in consideration for the transactions contemplated by this Agreement. At the Closing, the Purchaser shall pay the remaining [REDACTED] (the "Cash Payment") of the Purchase Price to the Sellers (in proportion to each Seller's ownership of the Stock listed on Schedule 1.1).

### 1.3 Closing.

(a) The Closing; Closing Date. The closing of the sale and purchase of the Stock (the "Closing") shall occur concurrently with the execution of this Agreement, or at such other time or on such other date as mutually agreed upon by the Parties (the "Closing Date") by means of exchange of signature pages by facsimile or other electronic means. All transactions which are to take place at the Closing shall be considered to have taken place simultaneously,

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PURCHASER:**

John Bean Technologies Corporation



By: BRIAN DECK

Its: CEO

**SELLERS:**

Rick Brounley

Bob Brounley

Vince Pulio

Jorn Johansen

Kjell Ivar Bache

Helene Granvold

Terry Phillips

Kelly Crouse

**SELLERS' REPRESENTATIVE:**

Rick Brounley

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

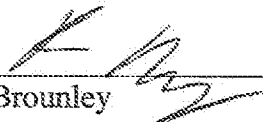
**PURCHASER:**

John Bean Technologies Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLERS:**

  
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Rick Brounley

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Bob Brounley

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Vince Pulio

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Jorn Johansen


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Helene Granvold

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Kelly Crouse

**SELLERS' REPRESENTATIVE:**

  
\_\_\_\_\_  
Rick Brounley

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**PURCHASER:**


John Bean Technologies Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLERS:**

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Rick Brounley

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Bob Brounley

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Vince Pulio

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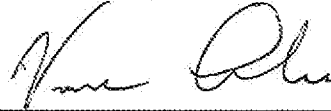
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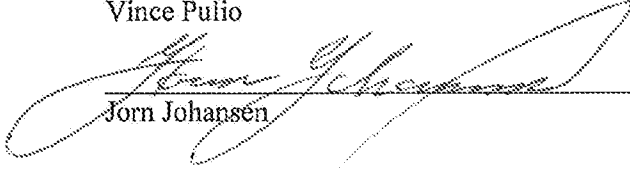
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Jorn Johansen

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