

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5735160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HEATEFLEX CORPORATION	07/19/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GRACO FLUID HANDLING (H) INC.
<b>Street Address:</b>	88 11TH AVENUE NE
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55413
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4756781
Patent Number:	4835365
Patent Number:	4875957
Patent Number:	6250153
Patent Number:	6123050
Patent Number:	6621984
Patent Number:	7258801
Patent Number:	8349122
Patent Number:	8894803
Patent Number:	10281077
Patent Number:	10058802
Patent Number:	9651276
Patent Number:	9983043
Patent Number:	10139133
Application Number:	08554199
Application Number:	60210100
Application Number:	15287972
Application Number:	16189250
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (612)623-6944

***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.***

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**Correspondent Name:** PAUL SHERBURNE

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**Address Line 4:** MINNEAPOLIS, MINNESOTA 55440-1441

<b>ATTORNEY DOCKET NUMBER:</b>	HEATEFLEX
<b>NAME OF SUBMITTER:</b>	PAUL SHERBURNE
<b>SIGNATURE:</b>	/Paul Sherburne/
<b>DATE SIGNED:</b>	09/24/2019

**Total Attachments: 5**

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source=2017-07-19Assignment-Heateflex\_to\_GFHH#page5.tif

## PATENT ASSIGNMENT

**Dated: July 19, 2019**

WHEREAS, Heateflex Corporation, a California corporation ("Assignor"), is the owner of the patents and patent applications and the inventions related thereto as set forth on Exhibit A (the "Patents");

WHEREAS, Graco Fluid Handling (H) Inc., a Minnesota corporation ("Assignee"), Assignor, and certain other parties have entered into an Asset Purchase Agreement, dated July 10, 2019 (the "Purchase Agreement"), whereby Assignor has agreed to sell, transfer, and deliver to Assignee all of the right, title and interest in and to the Patents; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Patents pertain, which business is ongoing and existing.

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

1. Assignor hereby sells, assigns and transfers 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 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 reasonably accessible to Assignor and, at the sole cost of Assignee, 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, at the sole cost of 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, 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. This Patent Assignment 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 the event of a conflict between this Patent Assignment and the Purchase Agreement, the Purchase Agreement shall control.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

HEATEFLEX CORPORATION

By:

Its: President

*Jay Ramius*

{Signature page to Patent Assignment}

**EXHIBIT A  
TO PATENT ASSIGNMENT**

**U.S. PATENTS**

<b>Heateflex Patents</b>	<b>Patent #</b>	<b>Date Filed</b>	<b>Date Granted</b>
Method of Connecting Non-Contaminating Fluid Heating Element to a Power Source -- <i>Etheridge</i>	United States 4,756,781	September 29, 1986	July 12, 1988
Deionized Fluid Heater and Control System -- <i>Etheridge</i>	United States 4,835,365	April 6, 1987	May 30, 1989
Method of Connecting Non-Contaminating Fluid Heating Element to a Power Source -- <i>Etheridge</i>	United States 4,875,957	June 30, 1988	October 24, 1989
Non-Metallic, Media Sensors for Corrosive Environments -- <i>Collins &amp; Hemming</i>	United States 6,250,153 B1	August 24, 1998	June 26, 2001
Sanitary Stainless Steel Heating System -- <i>Castaneda</i>	United States 6,123,050	October 5, 1999	September 26, 2000
In-Line Fluid Heating System -- <i>Castaneda, Attia &amp; Tlaxca</i>	United States 6,621,984 B2	August 2, 2002	September 16, 2003
System and Method for Reducing Deionized Water Consumption -- <i>Ramirez, Castaneda &amp; Tlaxca</i>	United States 7,258,801 B2	September 13, 2004	August 21, 2007
Fusion Welding Fittings with Weld Bead Cover I -- <i>Castaneda &amp; Ramirez</i>	United States 8,349,122 B2	May 24, 2006	January 8, 2013
Apparatus and Method for Etching the Surface of a Semiconductor Substrate -- <i>Ramirez, Castaneda &amp; Tlaxca</i>	United States 8,894,803 B2	March 3, 2008	November 25, 2014
Fusion Welding Fittings with Weld Bead Cover II -- <i>Castaneda &amp; Ramirez</i>	United States 10,281,077	December 19, 2012	May 7, 2019
Filter Housing with Removable Multi-Cartridge Holder - <i>Castaneda &amp; Girdner</i>	United States 10,058,802	August 25, 2014	August 28, 2018
Heater for Solvents and Flammable Fluids - <i>Ramirez &amp; Castaneda</i>	United States 9,651,276 B2	August 29, 2014	May 16, 2017

Positioning Apparatus for a Liquid Level Sensor – <i>Castaneda</i>	United States 9,983,043 B2	December 3, 2015	May 29, 2018
In-Line Heater – <i>Castaneda</i>	United States 10,139,133	March 7, 2016	November 27, 2018

#### U.S. PATENT APPLICATIONS

Heateflex Patents	Patent #	Date Filed	Date Granted
Deionized Fluid Heating System – <i>Etheridge</i>	United States Application #08/554,199	November 6, 1995	Abandoned
Vapor Deposition Quartz Heater System – <i>Castaneda, Attia &amp; Tlaxca</i>	United States Application #60/210,100	June 7, 2000	Provisional Pat. Expired
Automated Culture Media Preparation System and Method for Microbiology Testing – <i>Castaneda &amp; Ramirez</i>	United States Application #15/287,972	October 7, 2016	Pending
On-Demand Heater and Temperature Control System and Related Process – <i>Castaneda &amp; Ramirez</i>	United States Application #16/189,250	November 13, 2018	Pending