

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5870889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEIR PUMPS LIMITED	05/08/2007
RECEIVING PARTY DATA	
Name:	ALPHA BIDCO LIMITED
Street Address:	20 CASTLE TERRACE
Internal Address:	4TH FLOOR, SALTIRE COURT
City:	EDINBURGH
State/Country:	SCOTLAND
Postal Code:	EH1 2EN
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6884031
Patent Number:	6691781
Patent Number:	6601651
CORRESPONDENCE DATA	
Fax Number:	(202)861-1783
<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:	2028611500
Email:	patents@bakerlaw.com
Correspondent Name:	BAKERHOSTETLER
Address Line 1:	1050 CONNECTICUT AVENUE, NW
Address Line 2:	WASHINGTON SQUARE, SUITE 1100
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	45254.21620; 21640; 21661
NAME OF SUBMITTER:	KENNETH J. SHEEHAN
SIGNATURE:	/Kenneth J. Sheehan/
DATE SIGNED:	12/17/2019
Total Attachments: 7	
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ASSIGNATION

by

WEIR PUMPS LIMITED

in favour of

ALPHA BIDCO LIMITED

re: Assignment of Intellectual Property Rights

151 St Vincent Street, Glasgow, G2 5NJ DX GW67 or LP 33 Tel 0141 248 5011 Fax 0141 248 5819
www.mms.co.uk

Ref: GJC/KLM/WEI/2/166 4380581

PATENT
REEL: 051300 FRAME: 0275

ASSIGNATION

by

WEIR PUMPS LIMITED, a private limited company registered in Scotland with registered number SCO33381 and having its registered office at 149 Newlands Road, Cathcart, Glasgow, G44 4EX (the "Assignor")

in favour of

ALPHA BIDCO LIMITED, a private limited company registered in Scotland with registered number 317760 and having its registered office at 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN (in the course of changing to 1 Redwood Crescent, Peel Park, East Kilbride, Glasgow G72 5PA) (the "Assignee")

WHEREAS

- (A) The parties have agreed, pursuant to an agreement for the sale of the Business (as defined below) to the Assignee dated of even date herewith (the "BPA"), that certain Business IPR (as defined below) shall be assigned by the Assignor to the Assignee; and
- (B) The parties wish to record the terms of this Assignment in writing.

NOW THEREFORE THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Assignment, unless the context otherwise requires, the following words shall have the following meanings:

"Assignor Group" means the Assignor's group undertakings (as defined in section 259 of the Companies Act 1985);

"Business" means the business of design, manufacturing, assembly and sale of Pump Packages, including (1) Pump Packages for any application as detailed in Part 2 of the Schedule and (2) pumps original new equipment and spare parts, which the Assignor carries on as at the date of the BPA or has carried on in each case principally from Cathcart, which business provides engineered pumps for power generation, oil and gas, water and general industrial applications, but excludes for the avoidance of doubt the Excluded Business as carried on by the Assignor's Group at Completion;

"Business Intellectual Property Rights" means all rights, title and interests of the Assignor Group in Intellectual Property Rights required in order to conduct the Business, including those Intellectual Property Rights relating to Pump Packages described in Part 2 of the Schedule and described in Part 1 of the Schedule, the Trading Names and the Assignor's rights relating to Heritage Pump Products including the brands of "Mather & Platt" and "Harland" and "Drysdale", but excluding the Weir Trade Marks and Weir Domain Names and all Intellectual Property Rights specified as Excluded Assets in Part 4 of the Schedule;

"Excluded Business" means the business of design, manufacture, assembly and sale of the Pump Packages detailed in Part 3 of the Schedule and related spare parts and the servicing thereof, together with the businesses

- of Weir Engineering Services and Weir Materials and Foundries;
- "Excluded Software"** the software known as 'TACS' and 'MyNPI' currently used by the Business;
- "IPR"** means:
- (a) copyright (including rights in computer software), patents, database rights, topography rights and rights in trade marks, service marks, rights in designs, trade or business names, brands and know-how (in each case, whether registered or unregistered);
 - (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and
 - (c) all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
- "Pump Package"** means pump equipment, including pump, base plates, motor, gear box, couplings, seals and instrumentation;
- "Schedule"** the schedule in four parts annexed hereto;
- "Weir Domain Names"** means the domain names containing the word "Weir" owned by any member of the Assignor Group;
- "Weir Trade Marks"** means the trade mark "Weir" in any form owned by any member of the Assignor Group (whether or not registered and including applications and rights to apply for registration); and

- 1.1 References to Clauses are to clauses of this Assignment.
 - 1.2 Headings are inserted for convenience only and shall not affect the construction of this Assignment.
 - 1.3 The singular includes the plural and vice versa. Reference to one gender shall include all other genders; and references to persons shall include an individual company, partnership or any other association or organisation (whether or not having a separate legal personality).
 - 1.4 References to any statute, statutory provision, statutory instrument, order or regulation made thereunder includes that statute, provision, instrument, order or regulation as amended, modified, consolidated, re-enacted or replaced from time to time.
- 2. ASSIGNATION**
- 2.1 The Assignor hereby assigns to the Assignee, in consideration of the sum paid by the Assignor to the Assignee in respect of Business IPR pursuant to the BPA, its (and, as agent for the Assignor Group, the Assignor Group's) whole right, title and interest past, present and future in and to the Business IPR together with all rights of action, actual or contingent in respect of any past, existing or future infringements of such Business IPR.
 - 2.2 The Assignor agrees and undertakes promptly to execute all such documents, forms and authorisations and depone to or swear any declaration or oath and generally to do all such things as may be required for absolutely vesting the Assignor's (or the Assignor Group's) full right, title

and interest in the Business IPR in favour of the Assignee and to give effect to the provisions of Clause 2.1.

3. **WARRANTIES**

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Assignment.

4. **VARIATION / ASSIGNATION**

No variation of this Assignment shall be effective unless in writing and signed by the parties hereto or by or on behalf of a duly authorised representative of any party hereto. The Assignee shall be entitled to assign the benefit of and/or burden of this Assignment without consent.

5. **WAIVER**

Failure by either party at any time or times to require performance of any provision of this Assignment shall in no manner affect that party's right to enforce such provision at a later time. No waiver by either party hereto of any condition or the breach of any term, covenant, representation or warranty contained in this Assignment whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as the breach of or a waiver of any other term, covenant, representation or warranty contained in this Assignment.

6. **INVALIDITY**

If any of the provisions of this Assignment are or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

7. **NOTICES**

Any notice required under this Assignment may be delivered personally or sent by first class recorded delivery post or airmail or transmitted by fax in each case to the registered office or business address of the party to whom the notice is addressed and any such notice shall be deemed to have been validly served if sent by post on the expiry of forty eight hours of the time of posting and if delivered personally or transmitted by fax at the time of delivery or transmission provided that any such fax is confirmed by letter sent within twenty four hours of transmission.

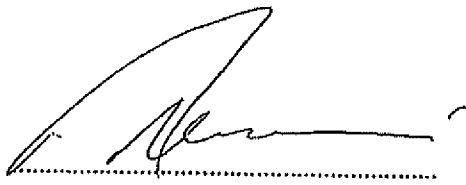
8. APPLICABLE LAW

8.1 This Assignment shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Scotland over any claim or matter arising under or in connection with this agreement.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages together with the Schedule in four Parts are executed as follows:

Subscribed for and on behalf of
WEIR PUMPS LIMITED by

Alan Mitchelson
duly authorised in that respect
at Glasgow
on the 8th day of May 2007
in the presence of:-



Witness 

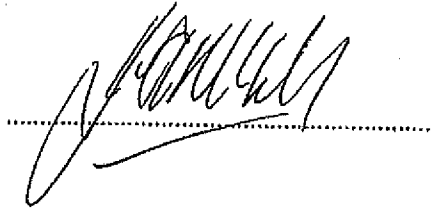
Name GUY NEFFOL

Address 3 GLENMURAS ST

..... EDINBURGH

Subscribed for and on behalf of
ALPHA BIDCO LIMITED

by James Allan McCall
duly authorised in that respect
at Glasgow
on the 8th day of May 2007
in the presence of:-



Witness 

Name J. GABHAN WELLS

Address 35 WOODLAND GARDENS

..... HAMILTON

**This is the Schedule referred to in the foregoing assignation between Weir Pumps Limited and
Alpha Bidco Limited dated**

SCHEDULE

Part 1

Registered IP

PATENTS

Weir Pumps Limited

1 May 2007

<u>Our File</u>	<u>Title/Trademark</u>	<u>Country</u>	<u>Application No/Date Grant/Repl/Date</u>	<u>Applicant Client Ref</u>	<u>Status of Application *</u>
P04346US	Pump with Seal Cooling Means	United States of America	07/514,825 5088891 25/04/1980 18/2/1992	Weir Pumps Limited	Granted
P06843US	Multistage Fluid Pump	United States of America	08/401,413 5,562,405 8/3/1995 8/10/1996	Weir Pumps Limited Multistage Fluid Pump	Granted
P07485US	Improved Multistage Pumps	United States of America	08/769,453 5,755,554 18/12/1996 26/5/1998	Weir Pumps Limited Improved Multistage Pumps	Granted
P0813aGB	Production/Injection Pump	United Kingdom	98/040,15.7 2324108 25/2/1998 28/3/2001	Weir Pumps Limited Production/Injection Pump	Granted
P10673GB	Downhole Gas Compressor	United Kingdom	00/13448.4 2362801 3/5/2000 31/3/2004	Weir Pumps Limited	Granted
P10715US	Downhole Gas Compression	United States of America	03/773,556 6,601,631 2/2/2001 5/8/2003	Weir Pumps Limited	Granted
P11763GB	Downhole Gas/Water Separation and Re-Injection	United Kingdom	0122210.8 2307876 13/9/2001 27/10/2004	Weir Pumps Limited et al	Granted
P11763NO	Downhole Gas/Water Separation and Re-Injection	Norway	26014434 12/9/2001	Weir Pumps Limited et al	Pending
P11763US	Downhole Gas/Water Separation and Re-Injection	United States of America	09/851,696 6,881,781 13/8/2001 17/2/2004	Weir Pumps Limited et al	Granted
P12940GB	Crazy Horse	United Kingdom	0216802.9 2379718 19/7/2002 13/7/2005	Weir Pumps Limited	Granted
P12940US	Crazy Horse	United States of America	10/202,309 6,884,031 24/7/2002 26/4/2005	Weir Pumps Limited	Granted
P13085GB	One Size Pump For Each Flow Band	United Kingdom	0517852.0 219/2005	Weir Pumps Limited	Pending

* excludes payment of renewal fees

MARKS & CLERK
Scotland

Patent and Trade Mark Attorneys