505851525 01/07/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5898462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BJM PUMPS LLC	12/31/2019

RECEIVING PARTY DATA

Name:	INDUSTRIAL FLOW SOLUTIONS OPERATING, LLC
Street Address:	123 SPENCER PLAINS ROAD
City:	OLD SAYBROOK
State/Country:	CONNECTICUT
Postal Code:	06475

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	61861365
Application Number:	14765327
Application Number:	15635749
Application Number:	62904652
Application Number:	14333711

CORRESPONDENCE DATA

Fax Number: (860)249-0203

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.

Phone: 8602661779

Email: patent@wasserbauerlaw.com
Correspondent Name: WASSERBAUER LAW LLC

Address Line 1: PO BOX 382

Address Line 4: COLLINSVILLE, CONNECTICUT 06022

ATTORNEY DOCKET NUMBER:	AS1053US00
NAME OF SUBMITTER:	DAMIAN WASSERBAUER
SIGNATURE:	/Damian Wasserbauer/
DATE SIGNED:	01/07/2020

Total Attachments: 6

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PATENT REEL: 051440 FRAME: 0853

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PATENT ASSIGNMENT

This Assignment ("Agreement") is entered into as of the date set forth below (the "Effective Date") BJM PUMPS, LLC, a Connecticut Limited Liability Company having a place of business at 123 Spencer Plains Road, Old Saybrook, CT 06475, ("Assignor") and INDUSTRIAL FLOW SOLUTIONS OPERATING, LLC, a Connecticut Limited Liability Page | 1 Company having a place of business at 123 Spencer Plains Road, Old Saybrook, CT 06475, ("Assignee").

WHEREAS, Assignor wishes to convey all right, title and interest in and to patents and patent applications, and in and to any invention described therein, and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said patents, and patent applications and any invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the covenants of the parties to be faithfully performed, Assignor intending to be legally bound, agrees as follows:

1. **DEFINITIONS**

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement:

"Assigned Patents" shall mean any and all patents and applications in the Patent Cooperation Treaty Patent, in the United States of America, and worldwide with respect to which the foregoing claims priority, and any and all patents issuing from the forgoing, and any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to any of the foregoing, and all continuations, continuations-in-part, divisionals, reexaminations, and reissues of any of the foregoing on Schedule A.

2. ASSIGNMENT GRANT

In consideration of good and valuable consideration received by the undersigned, the undersigned do hereby assign all of the entire right, title and interest in and to said invention or inventions, as described in the Assigned Patents including all priority rights therefrom, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuationin-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

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- a. Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- b. To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

MISCELLANEOUS

- 3.1 <u>Non-Agency</u>. Nothing in this Agreement shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Assignor and Assignee.
- 3.2 <u>Entire Agreement, Amendments, and Waivers.</u> This Agreement constitutes and contains the entire agreement between Assignor and Assignee, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. This Agreement may be amended or modified or one or more provisions hereof waived only by a written instrument signed by the parties. No delay or omission by any party in exercising any right or power arising from any default by the other party shall be construed as a waiver of such default, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising from any default by a party. No waiver of any breach of any covenant or other condition shall be construed to be a waiver of or consent to any previous or subsequent breach of the same or of any other covenant or condition.
- 3.3 <u>Severability</u>. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded. However, in the event a part or provision of this Agreement is held to be invalid or unenforceable or in conflict with law for any reason, the parties shall replace any invalid part or provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 3.4 <u>Governing Law and Consent to Jurisdiction</u>. This Agreement shall be governed by and construed under applicable federal law and the laws of the State of Connecticut, excluding any conflict of law provisions. The parties hereby submit to the nonexclusive jurisdiction of the state and federal courts located in Hartford, Connecticut.

- 3.5 <u>Notices</u>. All notices required or permitted under this Agreement shall be given in writing and shall be sent via overnight carrier, or via facsimile and regular mail.
- 3.6 <u>Third Party Beneficiaries and Assignment</u>. Except as explicitly set forth herein, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party or to confer any rights on any party other than Assignor or Assignee or its Page | 3 Affiliates and permitted assigns.
- 3.7 Not to be Construed Against Drafter. The Parties have each been represented by counsel in the negotiation of this Agreement and have jointly prepared this Agreement with counsel's assistance. In the event of an ambiguity or a question of contract interpretation arises, no provision of this Agreement shall be construed based on any particular party having drafted the Agreement or such provision.
- 3.8 <u>Headings</u>. The headings and subheadings contained herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.
- 3.9 <u>Counterparts</u>. This Agreement may be executed in counterparts or duplicate originals, each of which shall be regarded as one and the same instrument, and which shall be the official and governing versions in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures and such signatures or other digital images of the signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Effective Date: December 31, 2019
Assignor:
By:
Print Name: Brian COMISKEY Title: Chief Operating Officer
Title: Chief Operating Officer
BJM PUMPS, LLC

State of ONNEYICAE)
Country of MIddle Hun ss:

On this <u>13</u> day of December, 2019, before me personally appeared Brian COMISKEY to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Notary Public

CHRISTINE LONGO

NOTARY PUBLIC

WYOOMMISSION EXPIRES SEPT. 30, 2023

By: Patrick PAINTER

Title: Chief Financial Officer
INDUSTRIAL FLOW SOLUTIONS

State of JULIDID) ss:

OPERATING, LLC.

On this day of December, 2019, before me Patrick PAINTER personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Notary Public

OFFICIAL SEAL
Anne Therese Karabin
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires February 27, 2023

REEL: 051440 FRAME: 0857

SCHEDULE A BJM PATENT AND PATENT APPLICATIONS

31-Jul-14 PCT/US2014049318 4-May-18 PCT 31-Jul-14 PCT/US14/049318 4-May-18 PCT 31-Jul-14 PCT/US14/049318 4-May-18 PCT Canada, PC China, European Palent Application China, European Palent Application, India, Mexico, United States 31-Jul-14 2912471 15-Mar-16 CA2912471 31-Jul-20 Canada 31-Jul-14 CN201480051297.2 4-May-18 Z1201480051297.2 31-Jul-20 China 31-Jul-14 1611427.8 4-May-18 Z1201480051297.2 31-Jul-20 China 31-Jul-14 MXVa2016/001320 4-May-18 CN105883581B 31-Jul-22 Hong Kong 4 Mexico MX DE	Filing Date SHRED AND SHEAR CENTRIFUGAL	Filing date	application number 61861365	grant date 4-May-18	Patent No.	Next Annuity	Country United States	Designated Countries	Code US	Owner / Applicant BJM Pumps, LLC
DAND SHEAR PUMP 31-Jul-14 PCTUS20140493318 4-May-18 PCT PCT Canada, PC PCT DAND SHEAR PUMP 31-Jul-14 PCTUS14049318 4-May-18 PCT PCT Canada, PC PCT China, PC PCT PCT<	SHRED AND SHEAR CENTRIFUGAL PUMP	1-Aug-13	61861365	4-May-18			United States		SN	BJM Pumps,
31-Jul-14 PCT/US14/049318	SHRED AND SHEAR PUMP	31-Jul-14	PCTUS2014049318				PCT		PC	BJM Pumps, LLC
31-Jul-14 FC/I/JOS/H4/049316 4-May-16 Application Application China European Pullentin Application European Pullentin Application India, Mexico, United States, South Africa S1-Jul-14 2912471 15-Mar-16 CA2912471 31-Jul-20 Canada States, South Africa 31-Jul-14 CN201480051297.2 4-May-18 CN105883581B 31-Jul-20 China CN Africa Application, India, Mexico, United States, South Africa CN Africa Africa CN Africa CN Africa Africa CN Africa CN Africa Africa CN Africa Africa Africa Africa CN Africa Africa CN Africa Africa Africa Africa CN Africa Af			DOT I DA A SO A SO A SO	100			Application		3	
31-Jul-15 14765327 1-Aug-17 9719527 1-Feb-21 United States US 31-Jul-14 2912471 15-Mar-16 CA2912471 31-Jul-20 Canada CA 31-Jul-14 CN201480051297.2 4-May-18 ZL2014800512972 31-Jul-20 China CN 31-Jul-14 16114218.9 4-May-18 CN105683581B 31-Jul-22 Hong Kong HK 31-Jul-14 MX/a/2016/001320 4-May-18 EP3027909 31-Jul-20 Germany DE	SHRED AND SHEAR PUMP	31-Jul-14	PCT/US14/049318	4-May-18			Application	Canada, China, European Patent Application, India, Mexico, United States, South Africa	TO CO	BJM Pumps, LLC
31-Jul-14 2912471 15-Mar-16 CA2912471 31-Jul-20 Canada CA 31-Jul-14 CN201480051297.2 4-May-18 ZL2014800512972 31-Jul-20 China CN 31-Jul-14 16114218.9 4-May-18 CN105683581B 31-Jul-22 Hong Kong HK 31-Jul-14 MX/a/2016/001320	SHRED AND SHEAR PUMP	31-Jul-15	14765327	1-Aug-17	9719527	1-Feb-21	United States		SU	BJM Pumps, LLC
31-Jul-14 CN201480051297.2 4-May-18 ZL2014800512972 31-Jul-20 China CN 31-Jul-14 16114218.9 4-May-18 CN105683581B 31-Jul-22 Hong Kong HK 31-Jul-14 MX/a/2016/001320	SHRED AND SHEAR PUMP	31-Jul-14	2912471	15-Mar-16	CA2912471	31-Jul-20	Canada		CA	BJM Pumps, LLC
31-Jul-14 16114218.9 4-May-18 CN105683581B 31-Jul-22 Hong Kong HK 31-Jul-14 MX/a/2016/001320 MX 31-Jul-14 EP14832106.0 19-Sep-18 EP3027909 31-Jul-20 Germany DE	SHRED AND SHEAR PUMP	31-Jul-14	CN201480051297.2	4-May-18	ZL2014800512972	31-Jul-20	China		9	BJM Pumps, LLC
31-Jul-14 MX/a/2016/001320 Mx MX a/2016/001320 J9-Sep-18 EP3027909 31-Jul-20 Germany DE	SHRED AND SHEAR PUMP	31-Jul-14	16114218.9	4-May-18	CN105683581B	31-Jul-22	Hong Kong		풎	BJM Pumps, LLC
31-Jul-14 EP14832106.0 19-Sep-18 EP3027909 31-Jul-20 Germany DE	SHRED AND SHEAR PUMP	31-Jul-14	MX/a/2016/001320				Mexico		₹	BJM Pumps, LLC
	SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	Germany		DE	BJM Pumps, LLC

SCHEDULE A BJM PATENT AND PATENT APPLICATIONS

Filing Date	Filing date	application number	grant date	Patent No.	Next Annuity	Country	Designated Countries	Code	Owner / Applicant	Docket No.
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	European Patent Application	France, Germany, Italy, Netherlands,	₽	BJM Pumps, LLC	P1216EP00
							Kingdom			
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Oct-20	Spain		ES	BJM Pumps, LLC	P1216ESEP
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	France		æ	BJM Pumps, LLC	P1216FREP
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	United Kingdom		GB	BJM Pumps, LLC	P1216GBEP
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	Italy		7	BJM Pumps, LLC	P1216ITEP
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	Netherlands		2	BJM Pumps, LLC	P1216NLEP
SHRED AND SHEAR PUMP	31-Jul-14	EP14832106.0	19-Sep-18	EP3027909	31-Jul-20	Poland		궏	BJM Pumps, LLC	P1216PLEP
SHRED AND SHEAR PUMP	31-Jul-14	2.01617E+11				India		Z	BJM Pumps, LLC	P1217IN00
SHRED AND SHEAR PUMP	31-Jul-14	201601353	27-Sep-17	201601353	31-Jul-20	South Africa		ZA	BJM Pumps, LLC	P1218ZA00
SHRED AND SHEAR PUMP	31-Jul-14	2912471	7-Jun-16	CA2918887	31-Jul-20	Canada		CA	BJM Pumps, LLC	P1253CA00
SHRED AND SHEAR PUMP	28-Jun-17	15635749	8-Jan-19	10174769	8-Jul-22	United States		SU	BJM Pumps, LLC	P1306US00
SHRED AND SHEAR PUMP	31-Jul-14	2.0181E+11	4-May-18			China		CN	BJM Pumps, LLC	P1323CN00
APPARATUS, SYSTEM AND METHOD OF GRAVITY FLUID ACCELERATOR WITH WASTEWATER PUMP HAVING SHREDDER	23-Sep-19	62904652				United States		SN	BJM Pumps, LLC	P1340US00
IN-LINE PUMPING APPARATUS, SYSTEM AND METHOD FOR INCREASING LIQUID FLOW IN GRAVITY NETWORKS	27 NOV 19	PCT/US19/63767				PCT Application		PCT	BJM Pumps, LLC	P1343PC00

SCHEDULE A BJM PATENT AND PATENT APPLICATIONS

Filing Date	Filing date	Filing date application number	grant date	Patent No.	Next Annuity	Country	Designated Countries	Code	Owner / Applicant	Docket No.
WASTEWATER PUMP	17-Jul-14	14333711	2017-08-08	9726179				PCT	BJM Pumps, LLC	P1345US00

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RECORDED: 01/07/2020