

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5903431

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASCO POWER TECHNOLOGIES, L.P.	06/28/2019
RECEIVING PARTY DATA	
Name:	TORNATECH INC.
Street Address:	7075, PLACE ROBERT-JONCAS
Internal Address:	SUITE 132
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H4M 2Z2
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9453505
Patent Number:	9482220
Application Number:	14204974
Application Number:	15196685
CORRESPONDENCE DATA	
Fax Number:	(514)871-8977
<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:	514-877-3053
Email:	uspatents@lavery.ca
Correspondent Name:	LAVERY, DE BILLY, LLP
Address Line 1:	1 PLACE VILLE MARIE, SUITE 4000
Address Line 4:	MONTREAL, CANADA H3B 4M4
ATTORNEY DOCKET NUMBER:	G11447-00029-GL
NAME OF SUBMITTER:	GONZALO LAVIN
SIGNATURE:	/Gonzalo Lavin/
DATE SIGNED:	01/09/2020
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of June 28, 2019 (the “Effective Date”) by and among ASCO Power Technologies, L.P., a Delaware limited partnership (the “Assignor”), and Tornatech Inc., a Canadian corporation (the “Assignee”). This Assignment is being entered into in connection with that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among the Assignor, ASCO Power Services, Inc., a New Jersey corporation, the Assignee and Brun Industries, Inc. This Assignment shall become effective as of the Closing (“Effective Time”)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions contemplated by the Purchase Agreement:

1. **Business IP**. The Assignor hereby assigns to the Assignee and its successors and assigns, as of the Effective Time and subject to Section 2 below, all of the Assignor’s right, title and interest in, to and under the Intellectual Property listed on Schedule A (the “Business IP”) attached hereto (which is incorporated into and made a part of this Assignment), together with (i) the goodwill of the business connected with the use of such Business IP and symbolized thereby, and (ii) all rights to sue and collect for any past, present and future infringement thereof, and the Assignee accepts such assignment in the scope as set out herein.

2. **Excluded IP**. Notwithstanding anything to the contrary, the Business IP shall not, under any circumstances, include any of the Excluded IP.

3. **Maintenance**. Nothing in this Assignment shall be construed to obligate the Assignor to maintain, support, upgrade, repair or otherwise improve any of the Business IP. The Assignee and its successors and assigns shall have no right to receive any of the foregoing services from the Assignor except as may be set forth in a definitive agreement between them providing for the same.

4. **Cooperation; Further Assistance**. The Assignor shall assist the Assignee, at the Assignee’s reasonable cost and expense (upon submission of supporting documentation), to the extent reasonably necessary to transfer title in and to the Business IP or to enforce its rights in the Business IP. The Assignor agrees to execute and deliver, or cause to be executed and delivered, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.

5. **Miscellaneous**. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. The provisions set forth in Article IX of the Purchase Agreement shall apply, *mutatis mutandis*, to Assignment. In the event of any conflict or inconsistency between the terms of the Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[Remainder of page intentionally left blank; Signature pages follow]

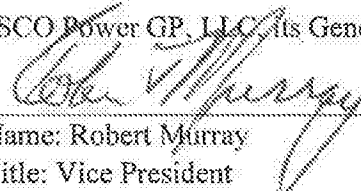
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR

ASCO POWER TECHNOLOGIES, L.P.

By: ASCO Power GP, LLC, its General Partner

By:

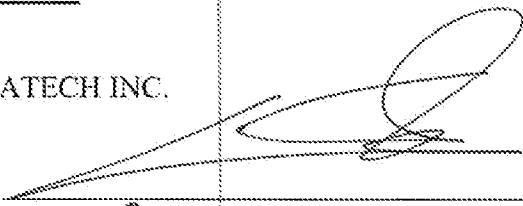

Name: Robert Murray

Title: Vice President

ASSIGNEE

TORNATECH INC.

By:

A handwritten signature in black ink, appearing to read "Bruno Garpi", is written over a horizontal dotted line. The signature is stylized and extends to the right of the line.

Name: Bruno Garpi
Title: President

SCHEDULE A

1. Patents, Patent Applications and Trademarks

Patents

Entity	Patent Number	EMR Docket No.	Entity Ref.	Country	Attorney	Atty Docket No	Patent Title	Inventor(s)	Product Line
ASCO	9,453,505	ASP-12-001	PDS-182	US	MBHB	12-270-US	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	ZL201320327140.0	ASP-12-001	PDS-182	CN	Lung Tin	132227US02	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor within a Fire Protection System (Utility)	Rosenthal, Harlan	Firetrol Controller (Jockey Pump)
ASCO	9,482,220	ASP-12-002	PDS-183	US	MBHB	12-276-US	Dual Redundancy in Fire Pump Controllers	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	ZL201320325330.9	ASP-12-002	PDS-183	CN	MBHB	12-276-CN2 132229US02	Dual Redundancy in Fire Pump Controllers (Utility)	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	20440124	ASP-13-001	PDS-187	CN	MBHB Lung Tin	12-1516-CN2 (140846US02)	Fire Pump Room	Stephens, Doug	Firetrol Controller (Jockey Pump)

ASCO	ZL201420103849.7	ASP-13-002	PDS-188	CN	MBHB Lung Tin	12-1517-CN2 (14850US02)	Fire Pump Controller Configured to Control Pressure Maintenance in Sprinkler Systems (Utility)	Scheffer, Daniel	Firetrol Controller (Jockey Pump)
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Patent Applications

Entity	Application No.	EMF Docket No.	Entity Ref.	Country	Attorney	Atty Docket No.	Patent Title	Inventor(s)	Product Line
ASCO	201310225131.5	ASP-12-001	PDS-182	CN	MBHB Lung Tin	12-270-CN1 (132226US01)	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor (Invention)	Stephens, Doug Rosenthal, Harlan	Firetrol Controller (Jockey Pump)
ASCO	201310223661.6	ASP-12-002	PDS-183	CN	MBHB	12-276-CN1 (132228US01)	Fire Pump Control System and Fire Pump Controller (Invention)	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	14/204,974	ASP-13-001	PDS-187	US	MBHB	12-1516-US	Fire Pump Room System Integrator	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	201410082058.5	ASP-13-001	PDS-187	CN	MBHB Lung Tin	12-1516-CN1 (140845US01)	System In Fire Pump Room and Method Performed by the Same (Invention)	Stephens, Doug	Firetrol Controller (Jockey Pump)
ASCO	201410084068.2	ASP-13-002	PDS-188	CN	MBHB Lung Tin	12-1517-CN1 (140849US01)	Fire Pump Control System and Method Thereof (Invention)	Scheffer, Daniel	Firetrol Controller (Jockey Pump)
ASCO	15/196,685	ASP-13-005	PDS-195	US	MBHB	13-1345-US	Methods and Systems for Overcurrent Protection in a Fire Pump Control System	Stephens, Doug	Firetrol Controller (Jockey Pump)

PATENT

REEL: 051470 FRAME: 0638

RECORDED: 01/09/2020