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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6095062

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LIEN |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| WALTER JAMES CUPPETELLI | 05/06/2020 |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------|
| Name: | ENGINEERED PUMPS LLC |
| Street Address: | 198 OKATIE VILLAGE DR, STE 103-192 |
| City: | BLUFFTON |
| State/Country: | SOUTH CAROLINA |
| Postal Code: | 29909 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8657564 |

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.

Phone: 5862600642
 Email: deanliguori@gmail.com
 Correspondent Name: DEAN LIGUORI
 Address Line 1: 1973 CAMERON
 Address Line 4: BERLIN, MICHIGAN 48002

| | |
|---------------------------|--|
| NAME OF SUBMITTER: | DEAN LIGUORI |
| SIGNATURE: | /Dean Liguori/ |
| DATE SIGNED: | 05/06/2020 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 5

source=EPI Agreement for EPI USPTO claim#page1.tif
 source=EPI Agreement for EPI USPTO claim#page2.tif
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ENGINEERED PUMPS INCORPORATED
PARTNERSHIP AGREEMENT

Preamble

THIS PARTNERSHIP AGREEMENT (the "Agreement") is made effective this 1st day of June, 2018, by and among Engineered Pumps (EPI) an enterprise and any subsidiaries or affiliate companies, organized to conduct business identified as the manufacture or sale of pumps and pump related parts and services, including but not limited to "Engineered Pumps LLC," a Michigan LLC, "Engineered Pumps LLC" a South Carolina LLC, Engineered Pumps Inc., (the "Company"), Walter Cuppetelli, a man (the "Majority Shareholder") and Dean Liguori, a man (the "Minority Shareholder" and, each of Walt Cuppetelli and Dean Liguori are individually, a "Shareholder", and collectively, the "Shareholders").

WHEREAS, "Engineered Pumps LLC," a Michigan company was incorporated under the laws of the State of Michigan on November 23 2009 A.D. and converted to an LLC on December 30 2014 A.D.;

[REDACTED]

WHEREAS, "Engineered Pumps LLC," a South Carolina company was organized under the laws of the State of South Carolina on October 13 2017 A.D.;

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

“IPR,” “IP” or “Intellectual Property” means creations of the intellect for which a monopoly is assigned to designated owners by law. Intellectual property rights (IPRs) are the protections granted to the creators of IP, and include trademarks, copyright, patents, industrial design rights, and in some jurisdictions trade secrets.

“Majority Shareholder” has the meaning set forth in the preamble.

“Minority Shareholder” has the meaning set forth in the preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Intellectual Property, IPR, IP. A significant business component of the Company is the manufacture and sale of pumps protected by IPRs and design rights that are owned by the Majority Shareholder and held in family trust (Walter J. and Linda A. Cuppetelli Trust) outside of the Company.

(a) Unless expressly authorized, the trust nor Walter Cuppetelli will grant or authorize any license for use, or use of the IPRs to any entity, person, individual, or other, other than the Company.

(b) Upon execution of this agreement all IP shall be transferred into Engineered Pumps LLC (either Michigan or South Carolina) and upon formation of any new company structure, transferred into the holding company. Engineered Pumps LLC or the established holding Company will have the sole and exclusive right to all IPRs and all pump related business of EPI and the Majority and Minority Shareholders. All business as described in the Preamble will be done through the Company unless expressly agreed otherwise by all Shareholders.

(c) The Majority Shareholder and Minority Shareholder agree to a non-complete agreement with the Company, neither will compete against the Company in pump related products or services that are offered by the Company. The shareholders are "all in," all pump related operations, design, manufacture and business as described in the Preamble will be done through the Company unless expressly agreed otherwise.

(d) All newly developed intellectual property and IPRs developed with Company resources upon execution of this Agreement will be owned and held by the Company, Engineered Pumps LLC or the yet to be established holding Company who shall hold exclusive rights.

[REDACTED]

[REDACTED]

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[REDACTED]

On behalf of Company:

Engineered Pumps

[Signature]
Walter Cuppetelli, President

SHAREHOLDERS:

[Signature]
Walter Cuppetelli

[Signature]
Dean Liguori

On this 10 day of July 2018, did personally appear before me Walter Cuppetelli and Dean Liguori who is either personally known to me or produced evidence of his identity to me and did sign this affidavit of his own volition and free act.

SHARON J BORROCCI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires June 29, 2024
Acting in the County of Macomb

[Signature]
Notary Public
State of Michigan, County of MACOMB
My Commission expires on JUNE 29, 2024

Initials DL DL WC [Signature]

ENGINEERED PUMPS INCORPORATED
PARTNERSHIP AGREEMENT
Exhibit A - Financial, Asset and Liability Addendum

For the purposes of entering the Agreement, the following financial information was referenced:

Two (2) existing EPI companies:

Engineered Pumps LLC – South Carolina

Engineered Pumps LLC – Michigan

Assets

[REDACTED]

The exclusive license agreement of intellectual property held in trust by the Majority Shareholder that is to be transferred into the Company upon execution of the Partnership "Agreement"

[REDACTED]

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|------------|------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | | |
| | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | | | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | | | | |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Initials DL DL WC [Signature]