

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6481243

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RICHARD S. SALVESEN	10/16/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MIDWEST METER HOLDING, INC.	
<b>Street Address:</b>	913 14TH ST SW	
<b>City:</b>	VALLEY CITY	
<b>State/Country:</b>	NORTH DAKOTA	
<b>Postal Code:</b>	58072	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8138647	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)632-4000	
<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>		
<b>Phone:</b>	612-632-3000	
<b>Email:</b>	luke.greiner@lathropgpm.com, maggie.jiles@lathropgpm.com	
<b>Correspondent Name:</b>	LATHROP GPM LLP	
<b>Address Line 1:</b>	80 SOUTH 8TH STREET	
<b>Address Line 2:</b>	500 IDS CENTER	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	703237	
<b>NAME OF SUBMITTER:</b>	LUKE GREINER	
<b>SIGNATURE:</b>	/Luke Greiner/	
<b>DATE SIGNED:</b>	01/05/2021	
<b>Total Attachments: 3</b>		
source=COMPILED - Salvesen - Midwest Meter Holding - Patent Assignment (Short Form USPTO Recordation) v1#page1.tif		
source=COMPILED - Salvesen - Midwest Meter Holding - Patent Assignment (Short Form USPTO Recordation) v1#page2.tif		
source=COMPILED - Salvesen - Midwest Meter Holding - Patent Assignment (Short Form USPTO Recordation) v1#page3.tif		

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the “**Assignment**”) is made effective October 16, 2020, by Richard S. Salvesen, an individual residing in Hampton, IA (“**Assignor**”), in favor of Midwest Meter Holding, Inc., an Iowa corporation (“**Assignee**”).

### RECITALS

WHEREAS, Assignor is the owner of U.S. Patent No. 8,138,647, titled PULSE ADAPTER ASSEMBLY (the “**Patent**”);

WHEREAS, Assignor, Assignee and certain other parties are each a party to an asset purchase agreement (the “**Asset Purchase Agreement**”) of even date herewith, pursuant to which Assignee is purchasing substantially all of the assets of Sellers;

WHEREAS, capitalized terms not otherwise defined herein will have meaning ascribed to them in the Asset Purchase Agreement;

WHEREAS, the Patent is used in the business of Sellers and is intended to be treated as part of the Acquired Assets;

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Patent as part of the transaction outlined in the Asset Purchase Agreement and Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Patent as part of the transaction outlined in the Asset Purchase Agreement; and

WHEREAS, Assignee will derive substantial benefits from the transactions contemplated by the Asset Purchase Agreement.

### ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Patent, including, but not limited to, the Letters Patent, any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Assignor represents that he owns the Patent, and the invention covered by the Patent, free and clear of all security interests, liens, encumbrances or third party claims or interests of any kind whatsoever, that the transfer of the Patent to Assignee will not violate any law or

agreement to which Assignor is subject, that Assignor has not licensed or granted any rights in or to the Patent to any third party, and that Assignor has no knowledge of any third party use that would infringe on or otherwise limit or restrict Assignee's exclusive ownership and use of the Patent. Assignor and Assignee expressly acknowledge that a License Agreement between Assignor and Midwest Computer Register Corp., effective as of January 1, 2013, is being terminated as of the date of the Asset Purchase Agreement.

3. Assignor authorizes the Commissioner of Patents and Trademarks to record Assignee as owner of the Patent, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

**ASSIGNOR:**



Richard S. Salvesen