PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6930168

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
COMPONENT RE-ENGINEERING COMPANY, INC.	08/07/2020

RECEIVING PARTY DATA

Name:	WATLOW ELECTRIC MANUFACTURING COMPANY		
Street Address:	12001 LACKLAND ROAD		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63146		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	17342212	

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.

Email: docketing@burrisiplaw.com

Correspondent Name: BURRIS LAW, PLLC

Address Line 1: 300 RIVER PLACE DRIVE

Address Line 2: SUITE 1775

Address Line 4: DETROIT, MICHIGAN 48207

ATTORNEY DOCKET NUMBER:	0100H-000472/US/DVB
NAME OF SUBMITTER:	LAVONDA PACE
SIGNATURE:	/LAVONDA PACE/
DATE SIGNED:	09/22/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Intellectual Property Assignment Agreement") is made as of August 7, 2020, by and between Component Re-engineering Company, Inc. d/b/a CRC Inc., a California corporation ("Seller") and Watlow Electric Manufacturing Company, a Missouri corporation ("Buyer"). Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of August 7, 2020, by and among Buyer, Seller, solely for the purposes of Article V thereof, Brent Elliot and Frank Balma (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell, assign, transfer, convey and deliver to Buyer at the Closing all of Seller's right, title and interest in, to and under the Company Intellectual Property, including without limitation the items listed on Schedule A;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- Assignment and Assumption. Seller hereby irrevocably sells, assigns, transfers, 1. conveys and delivers to Buyer and its successors and assigns, and Buyer hereby acquires and accepts all of Seller's right, title and interest in, to and under the Company Intellectual Property (including, for the avoidance of doubt, all goodwill associated therewith) throughout the universe and all rights corresponding thereto, free and clear of all Liens (except Permitted Liens), together with all income, royalties or payments now or hereafter due or payable in relation to the Company Intellectual Property, and all benefits privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Seller's rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Company Intellectual Property, (b) claim priority under United States law, national laws, or international convention with respect to the Company Intellectual Property, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present and future infringement, misappropriation, dilution or other violation of the Company Intellectual Property and (d) grant licenses, including sublicenses, or other interests in or to the Company Intellectual Property.
- 2. <u>Further Assurances</u>. Seller does hereby covenant and agree with Buyer to execute and deliver to Buyer and any successors or assigns of Buyer at Buyer's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Buyer or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Company Intellectual Property, including, without limitation, all documents necessary to record in the name of Buyer the assignment of the patents and trademarks included in the Company Intellectual Property with the United States Patent and Trademark Office and the

copyrights included in the Company Intellectual Property with the United States Copyright Office and, with respect to any foreign rights, including equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar or social media website. In the event that Seller fails to execute such documentation or take such actions within five (5) Business Days after a written request, Seller hereby irrevocably appoints Buyer with full and complete authority and power of attorney to act in the stead of Seller, as Seller's attorney-in-fact, only for the limited purposes of executing and recording such documentation or taking such limited actions.

- 3. Asset Purchase Agreement. This Intellectual Property Assignment Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. This Intellectual Property Assignment Agreement shall, in all respects, be construed so that none of the Assumed Liabilities shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Intellectual Property Assignment Agreement, as to rights or remedies that third parties would have had against Buyer or Seller had this Intellectual Property Assignment Agreement not been executed and delivered. If the terms of this Intellectual Property Assignment Agreement conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Authorization</u>. Seller does hereby authorize and request the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Buyer as Buyer and owner of the entire right, title and interest in and to the copyrights including in the Company Intellectual Property (including those listed on <u>Schedule A</u>), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Buyer as Buyer and owner of the entire right, title and interest in and to the patents and trademarks including in the Company Intellectual Property (including those listed on <u>Schedule A</u>).
- 5. <u>Counterparts.</u> This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Intellectual Property Assignment Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.
- 6. <u>Effectiveness</u>. This Intellectual Property Assignment Agreement will be effective for all purposes at the Closing on the Closing Date and as of the Effective Time.
- 7. <u>Benefit; Assignment.</u> This Intellectual Property Assignment Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. No party to this Intellectual Property Assignment Agreement may, directly or indirectly, assign this Intellectual Property Assignment Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

- 8. <u>Amendment.</u> No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment Agreement or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.
- 9. <u>Headings</u>. The headings set forth in this Intellectual Property Assignment Agreement are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment Agreement.
- 10. <u>Governing Law.</u> This Intellectual Property Assignment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Missouri applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

WATLOW ELECTRIC MANUFACTURING COMPANY

Name: David P. Mc
Title: Var Practa

SELLER:

COMPONENT RE-ENGINEERING COMPANY, INC.

D/B/A CROINC.

Name: 15

Titlé:

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Application/Patent	Title	Status of Application	Date Application	Attorney Docket No.
		1 1-1-1-1-1	Filed/Issued	
16/215526	HIGH SPEED LOW TEMPERATURE METHOD FOR MANUFACTURING AND REPAIRING SEMICONDUCTOR PROCESSING EQUIPMENT AND EQUIPMENT PRODUCED USING SAME	Allowed	December 10, 2018	0100H-000463/US/COR
15/984314	METHOD FOR REPAIRING HEATERS AND CHUCKS USED IN SEMICONDUCTOR PROCESSING	Published	May 18, 2018	0100H-000467/US/COD
15/927940	CERAMIC MATERIAL ASSEMBLY FOR USE IN HIGHLY CORROSIVE OR EROSIVE SEMICONDUCTOR PROCESSING APPLICATIONS	Published	March 21, 2018	0100H-000469/US/01
15/927788	CERAMIC MATERIAL ASSEMBLY FOR USE IN HIGHLY CORROSIVE OR EROSIVE INDUSTRIAL APPLICATIONS	Published	March 21, 2018	0100H-000469/US
16/169938	TERMINATION FEEDTHROUGH UNIT WITH CERAMIC INSULATOR SUITABLE FOR VACUUM AND CORROSIVE APPLICATIONS	Published	October 24, 2018	0100H-000472/US
16/423626	NICKEL-CARBON AND NICKEL-COBALT-CARBON BRAZES AND BRAZING PROCESSES FOR JOINING CERAMICS AND METALS AND SEMICONDUCTOR PROCESSING AND INDUSTRIAL EQUIPMENT USING SAME	Pending	May 28, 2019	0100H-000474/US
15/955693	MULTIPLE ZONE HEATER	Published	April 18, 2018	0100H-000465/US/COB
62/994269	HERMETICALLY JOINED CERAMIC ASSEMBLIES WITH PROTECTIVE HEAT FUSING SYSTEM	Pending	March 24, 2020	0100H-000476/US/PS1
16/817627	ELECTROSTATIC CHUCK FOR CLAMPING IN HIGH TEMPERATURE SEMICONDUCTOR PROCESSING AND METHOD OF MAKING SAME	Pending	March 26, 2020	0100H-000467/US/COE
16/677245		Abandoned		0100H-000466/US/COA

16/520347		Abandoned		0100H-000466/US/COB
16/111148	SEMICONDUCTOR SUBSTRATE SUPPORT WITH MULTIPLE ELECTRODES AND METHOD FOR MAKING SAME	Published	August 23, 2018	0100H-000463/US/CPQ
16/102737	METHOD FOR JOINING QUARTZ PIECES AND QUARTZ ELECTRODES AND OTHER DEVICES OF JOINED QUARTZ	Published	August 14, 2018	0100H-000470/US
16/203562	SEMICONDUCTOR PROCESSING EQUIPMENT WITH HIGH TEMPERATURE RESISTANT NICKEL ALLOY JOINTS AND METHODS FOR MAKING SAME	Published	November 28, 2018	0100H-000473/US
62/994269	HERMETICALLY JOINED CERAMIC ASSEMBLIES WITH PROTECTIVE HEAT FUSING SYSTEM	Pending	March 24, 2020	0100H-000476/US/PS1
8932690	PLATE AND SHAFT DEVICE	Granted	January 13, 2015	0100H-000463/US
8789743	HERMETICALLY JOINED CERAMIC ASSEMBLIES AND LOW TEMPERATURE METHOD FOR HERMETICALLY JOINING CERAMIC MATERIALS	Granted	July 29, 2014	0100H-000463/US/02
8684256	METHOD FOR HERMETICALLY JOINING PLATE AND SHAFT DEVICES INCLUDING CERAMIC MATERIALS USED IN SEMICONDUCTOR PROCESSING	Granted	April 1, 2014	0100H-000463/US/03
9556074	METHOD FOR MANUFACTURE OF A MULTI-LAYER PLATE DEVICE	Granted	January 31, 2017	0100H-000463/US/05
9315424	MULTI-LAYER PLATE DEVICE	Granted	April 19, 2016	0100H-000463/US/06
10153183	HIGH SPEED LOW TEMPERATURE METHOD FOR MANUFACTURING AND REPAIRING SEMICONDUCTOR PROCESSING EQUIPMENT AND EQUIPMENT PRODUCED USING SAME	Granted	December 11, 2018	0100H-000463/US/COK
10213858	MULTI-LAYER PLATE DEVICE	Granted	February 26, 2019	0100H-000463/US/COL
10646941	METHOD FOR MANUFACTURE OF A MULTI-LAYER PLATE DEVICE	Granted	May 12, 2020	0100H-000463/US/CON

9624137	LOW TEMPERATURE METHOD FOR HERMETICALLY JOINING NON-DIFFUSING CERAMIC MATERIALS	Granted	April 18, 2017	0100H-000463/US/CPI
9984866	MULTIPLE ZONE HEATER	Granted	May 29, 2018	0100H-000465/US
10471531	HIGH TEMPERATURE RESISTANT SILICON JOINT FOR THE JOINING OF CERAMICS	Granted	November 12, 2019	0100H-000466/US/01
9999947	METHOD FOR REPAIRING HEATERS AND CHUCKS USED IN SEMICONDUCTOR PROCESSING	Granted	June 19, 2018	0100H-000467/US
10593584	ELECTROSTATIC CHUCK FOR CLAMPING IN HIGH TEMPERATURE SEMICONDUCTOR PROCESSING AND METHOD OF MAKING SAME	Granted	March 17, 2020	0100H-000467/US/03

RECORDED: 09/22/2021