

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7373777

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EMKADE DISTRIBUTION, INC.	03/11/2022
RECEIVING PARTY DATA		
Name:	ALTEK SUPPLY (USA) INC.	
Street Address:	3635-78 AVENUE	
City:	EDMONTON	
State/Country:	CANADA	
Postal Code:	T6B 3J9	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	29655181	
Application Number:	16131635	
Application Number:	16458031	
CORRESPONDENCE DATA		
Fax Number:	(780)421-7951	
<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>		
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Email:	patents.edm@bennettjones.com	
Correspondent Name:	BENNETT JONES LLP	
Address Line 1:	3200 TELUS HOUSE, SOUTH TOWER	
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Address Line 4:	EDMONTON, CANADA T5J 0N3	
ATTORNEY DOCKET NUMBER:	87343.3	
NAME OF SUBMITTER:	EDWARD YOO	
SIGNATURE:	/Edward Yoo/	
DATE SIGNED:	06/09/2022	
Total Attachments: 4		
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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** ("Agreement"), dated as of March 11, 2022, ("Effective Date") is made and entered into by and between Emkade Distribution, Inc. ("Assignor") and Altek Supply (USA) Inc. ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor, Emkade Distribution (USA) Inc., Dale Raddis and Altek Industrial Supply Ltd. (being an affiliate of the Assignee) have entered into an Asset Purchase Agreement effective February 3, 2022 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor shall assign to Assignee, and Assignee shall acquire from the Assignor, all of such Assignor's right, title and interest in, to and under the patents and patent applications identified on Schedule A hereof, and any continuations, divisionals, continuations-in-part, reissuances, reexaminations, extensions or foreign equivalents thereof, and the subject matter of all claims recited therein (collectively, the "Patents"); and

WHEREAS, the Parties wish to record the acquisition of such Patents in the United States Patent and Trademark Office (the "USPTO") and the corresponding agencies in any other applicable countries as required; and

WHEREAS, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may be required, if any, from the Assignor, its affiliates, or its employees, to permit Assignee to obtain effective assignment and recordation of the assignment of the Patents from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor represents and warrants that, except as stated in Schedule B hereof: (a) there are no licenses or other similar rights of use granted by Assignor in favour of any person in respect of the Patents and (b) to the best of its knowledge (being the actual knowledge of Dale Raddis), there is no infringement of the Patents by any person.

Assignor does hereby sell, assign and transfer to Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in and to the Patents (including the right to derive priority from the Patents), for the United States and for all other countries, including, without limitation, all corresponding rights that are or may be secured under the laws of the United States or any other country or under international conventions and treaties, now or hereafter in effect, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Patents are granted, reexamined, or reissued, as fully and entirely as would have been held and enjoyed by such Assignor if this assignment had not been made as well as all causes of action (either in law or in equity) related thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use of the Patents.

Without limiting the generality of the foregoing, the Assignor does hereby sell, assign and transfer to the Assignee, effective as of the Effective Date, all patent and utility model applications for the Patents in all countries and jurisdictions and under all conventions and treaties, including the right to claim for all applications any priority rights to which such applications are entitled under conventions, treaties,

or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof.

Assignor hereby authorizes the USPTO and any other applicable governmental officials in any applicable jurisdiction to record this Agreement upon request by Assignee.

Assignor will take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, as requested by Assignee and at Assignee's expense, to ensure that the Patents are properly assigned to Assignee. Without limiting the generality of the foregoing, Assignor, upon a request by Assignee or its legal representatives, immediately, but at the expense of Assignee: (a) perform such proper additional acts and sign additional documents required to affect this Assignment, including the transfer all rights contemplated by his Assignment from the Assignor to Assignee, (b) communicate to Assignee any facts known to Assignor respecting the Patent, (c) testify in any legal proceeding, (d) sign all lawful papers and papers relating to all the Patents and (e) generally, do everything possible to assist Assignee in matters relating to the Patents, including obtaining, registering, enforcing, and defending the Patent Rights in all countries and jurisdictions.

This Agreement may be executed simultaneously in any number of counterparts (which may be by electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

This Agreement is subject to all the terms and conditions of the Purchase Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the Parties' rights and interests in the Patents. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

Assignor

Assignee

Emkade Distribution, Inc.

Altek Supply (USA) Inc.

By: [Signature]

By: [Signature]

Title: President

Title: President

Date: March 14, 2022

Date: March 14, 2022

Schedule A
Assigned Patents and Patent Applications

TITLE	COUNTRY	Type	APPLICATION NO. /		PATENT NO. /	
			FILING DATE		ISSUE DATE	
Valve Handle (C&D Docket No. D1151US01)	US	Design	29/655,181	06/29/2018	D880658	04/07/2020
Floating Ball Valve with Improved Valve Seat (C&D Docket No. P2518CA01)	CA	Utility	3075753	09/14/2018	Pending	Pending
Floating Ball Valve with Improved Valve Seat (C&D Docket No. P2518US01)	US	Utility	16/131,635	09/14/2018	10801626	10/13/2020
Motorized Ball Valve with Actuator Lock (C&D Docket No. P2564US01)	US	Utility	16/458,031	06/29/2019	11174960	11/16/2021

Schedule B
Licenses and Infringements Disclosure

None.

4875-2732-2645, v. 3