# 507625633 12/01/2022 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA			
		Name	Execution Date	
TOTAL PIPING SOLU	TIONS, INC.		11/01/2022	
RECEIVING PARTY D				
Name:				
Street Address:		RT NORTHWEST DRIVE		
City:	HOUSTO	N		
State/Country:	TEXAS			
Postal Code:	77041			
PROPERTY NUMBER	S Total: 19			
Property Type		Number	7	
Application Number:		829645	-	
Patent Number:	92	17530	-	
Patent Number:	10	190714	-	
Patent Number:	88	57858	-	
Patent Number:	99	70584	-	
Patent Number:	10	544894	-	
Patent Number:	10	197204	-	
Patent Number:	98	57007	-	
Patent Number:	10	295101	-	
Application Number:	16	660951	-	
Application Number:	17	919061		
Application Number:	17	919070		
Application Number:	63	358991		
Patent Number:	10	767806		
Application Number:	16	271145		
Patent Number:	11	287076		
PCT Number:	U	62020016111		
PCT Number:	U	62021028360		

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	7220-3			
NAME OF SUBMITTER:	AUSTIN DULA			
SIGNATURE: /Austin Dula/				
DATE SIGNED:	12/01/2022			
Total Attachments: 7				
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#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "**Patent Assignment**"), effective as of November 1, 2022 (the "**Effective Date**") is made by and between Total Piping Solutions, Inc., a New York corporation ("**Assignor**"), and Dresser TPS, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor, Assignee and others named therein are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "Asset Purchase Agreement");

WHEREAS, Assignor agrees to assign to Assignee the entirety of Assignor's right, title and interest in and to the patents and/or pending patent applications identified and set forth on <u>EXHIBIT A</u> (collectively, the "**Patents**"); and

WHEREAS, Assignee agrees to accept the entirety of Assignor's right, title, and interest in and to the Patents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby irrevocably assigns, transfers, conveys, and sets over to Assignee all of Assignor's right, title, and interest in and to the Patents, any letters patent that may issue thereon, any continuation, divisional, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country, and all other corresponding rights (including common law rights) that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same.

2. **Recordation and Further Assurances**. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents, and issue any and all registrations thereon to Assignee for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Following the date hereof upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall provide assistance to Assignee and its successors, assigns and legal representatives, by providing the additional execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, proof of use evidence, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Patents to Assignee or successor thereto.

3. **Counterparts; Electronic Signatures**. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. **Successors and Assigns**. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law**. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of patent issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

6. **Construction.** This Assignment is subject in all respects to the terms and conditions set forth in the Asset Purchase Agreement. Nothing in this Patent Assignment is intended to supersede, modify, limit, expand, amend, alter or otherwise affect the terms contained in the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Patent Assignment, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.

Signature page follows.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

### TOTAL PIPING SOLUTIONS, INC.

By:	
Name:	Daryl M. Piontek
Title:	

ASSIGNEE:

#### **DRESSER TPS, LLC**

By:	Docusigned by: Nelson Rowe
Name:	Nelson Rowe
Title:	Vice-President

Patent Assignment Signature Page

> PATENT REEL: 061946 FRAME: 0962

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

#### TOTAL PIPING SOLUTIONS, INC.



ASSIGNEE:

### DRESSER TPS, LLC

By:	
Name:	Nelson Rowe
Title:	Vice-President

Patent Assignment Signature Page

# EXHIBIT A

## PATENTS AND/OR PATENT APPLICATIONS

Fille	6011115	App/Patent/No.	Filing/Kene Date	Street
Extended Range Tapping Sleeve and Gasket	United States	9,217,530	12/22/2015	ISSUED
Extended Range Tapping Sleeve and Gasket	United States	10,190,714	1/29/2019	ISSUED
Extended Range Tapping Sleeve and Gasket	Canada	2,816,892	12/20/2016	ISSUED
Extended Range Tapping Sleeve and Gasket	Canada	2,883,684	10/24/2017	ISSUED
Extended Range Tapping Sleeve and Gasket	Canada	2,978,876	1/28/2020	ISSUED
Extended Range Tapping Sleeve and Gasket	China	ZL201280005655.7	11/25/2015	ISSUED
Extended Range Tapping Sleeve and Gasket	China	ZL201510094609.4	5/24/2017	ISSUED
Extended Range Tapping Sleeve and Gasket	Hong Kong	HK1190779	1/6/2017	ISSUED
Tapping Sleeve Tightening Assembly	United States	8,857,858	10/14/2014	ISSUED
Tapping Sleeve Tightening Assembly	Canada	2,904,871	1/3/2017	ISSUED
Repair Clamp Assembly	United States	9,970,584	5/15/2018	ISSUED
Repair Clamp Assembly	United States	10,544,894	1/28/2020	ISSUED
Repair Clamp Assembly	Canada	2,982,073	9/1/2020	ISSUED
Repair Clamp Gasket	United States	10,197,204	2/5/2019	ISSUED

Repair Clamp Gasket	United States	10,767,806	9/8/2020	ISSUED
Repair Clamp Gasket	Canada	3,014,439	2/15/2017	Pending
Repair Clamp Bolt Retaining Assembly	United States	9,857,007	1/2/2018	ISSUED
Repair Clamp Bolt Retaining Assembly	Canada	3,025,694	4/18/2017	Pending
Encapsulation Sleeve Gasket Assembly with Removable Inner Layer	United States	15/829,645	12/1/2017	Pending
Encapsulation Sleeve Gasket Assembly with Removable Inner Layer	Europe	17876732.3	12/1/2017	Pending
Encapsulation Sleeve Gasket Assembly with Removable Inner Layer	Canada	3,045,453	12/1/2017	Pending
Encapsulation Sleeve Gasket Assembly with Detachable Inner Layer (CIP-1)	United States	16/271,145	2/8/2019	Allowed
Push Plug Type Line Stop Branch Assembly	United States	10,295,101	5/21/2019	ISSUED
Push Plug Type Line Stop Branch Assembly	Canada	2,993,237	11/10/2020	ISSUED
Encapsulation Sleeve Gasket Assembly with Detachable Inner Layer (CIP-2)	United States	11,287,076	3/29/2022	ISSUED
Encapsulation Sleeve Gasket Assembly with Detachable Inner Layer	РСТ	PCT/US2020/016111	1/31/2020	Pending
Encapsulation Sleeve Gasket Assembly with Detachable Inner Layer	Canada	3,129,226	8/5/2021	Pending
Extended Range Encapsulation Shell	United States	16/660,951	10/23/2019	Pending
Extended Range Encapsulation Shell	Europe	19883893	10/23/2019	Pending

Extended Range Encapsulation Shell	Canada	3,119,185	10/23/2019	Pending
Pipe Coupling Gasket Assembly	PCT	PCT/US2021/028360	4/21/2021	Pending
Pipe Coupling Gasket Assembly	United States	17/919,061	10/14/2022	Pending
Pipe Coupling Gasket Assembly	Canada	PCT/US2021/028360	10/14/2022	Pending
Pipe Coupling Sleeve Assembly	РСТ	PCT/US2021/028366	4/21/2021	Pending
Pipe Coupling Sleeve Assembly	United States	17/919,070	10/14/2022	Pending
Pipe Coupling Sleeve Assembly	Canada	PCT/US2021/028366	10/14/2022	Pending
Repair Claim Tightening Bolt Assembly	United States	63/358,991	7/07/2022	Pending
Encapsulation Sleeve Gasket Assembly with Detachable Inner Layer	Europe	20752418	1/31/2020	Pending