# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
MOEN INCORPORATED	07/23/2022

## **RECEIVING PARTY DATA**

Name:	FORTUNE BRANDS WATER INNOVATIONS LLC	
Street Address:	25300 AL MOEN DRIVE	
City:	NORTH OLMSTED	
State/Country:	OHIO	
Postal Code:	44070	

# **PROPERTY NUMBERS Total: 28**

Property Type	Number
Application Number:	61766105
Application Number:	62504679
Patent Number:	9857805
Patent Number:	10866601
Patent Number:	10962993
Application Number:	62166827
Patent Number:	10591080
Application Number:	62258435
Patent Number:	10428495
Application Number:	62306002
Patent Number:	10458872
Patent Number:	11047756
Application Number:	17304845
Application Number:	62793308
Patent Number:	11280655
Application Number:	62823641
Patent Number:	11280651
Application Number:	15929477
Application Number:	62844298
Application Number:	62844316

PATENT REEL: 062143 FRAME: 0981

507654974

Property Type	Number
Application Number:	62879377
Application Number:	16540482
Application Number:	62900426
Patent Number:	10962402
Application Number:	17301177
Application Number:	17649363
Patent Number:	11237574
Application Number:	62909176

### 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:** 2166228329

**Email:** ipdocket@calfee.com **Correspondent Name:** TARA A. KASTELIC

Address Line 1: 1405 EAST SIXTH STREET
Address Line 2: THE CALFEE BUILDING
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	27475.05380
NAME OF SUBMITTER:	TARA A. KASTELIC
SIGNATURE:	/Tara A. Kastelic/
DATE SIGNED:	12/19/2022

### **Total Attachments: 6**

source=Confirmatory International Patent Assignment from Moen to FBWINN#page1.tif source=Confirmatory International Patent Assignment from Moen to FBWINN#page2.tif source=Confirmatory International Patent Assignment from Moen to FBWINN#page3.tif source=Confirmatory International Patent Assignment from Moen to FBWINN#page4.tif source=Confirmatory International Patent Assignment from Moen to FBWINN#page5.tif source=Confirmatory International Patent Assignment from Moen to FBWINN#page6.tif

# CONFIRMATORY INTERNATIONAL PATENT ASSIGNMENT

THIS CONFIRMATORY INTERNATIONAL PATENT ASSIGNMENT is entered into with an effective date of July 23, 2022 (this "Confirmatory Assignment") by and between **Moen Incorporated**, a Delaware corporation (together with its successors and permitted assigns, "Moen") and **Fortune Brands Water Innovations LLC**, formerly known as FB Global Plumbing Group LLC, a Delaware company, (together with its successors and permitted assigns, "FBWINN").

### RECITALS:

WHEREAS, Flo Technologies, Inc. ("Flo") owned certain international patents and patent applications as specifically described on <u>Schedule A</u> (which may be amended from time to time) along with all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals therefor (collectively the "Patents").

WHEREAS, as of July 23, 2022, Flo fully merged with and into Moen, and as such, Moen acquired all right, title, and interest in the Patents.

WHEREAS, as of July 23, 2022, Moen assigned and transferred to FBWINN, and FBWINN acquired from Moen, Moen's entire right, title and interest in the Patents.

WHEREAS, the parties wish to further document the aforementioned assignment and transfer in this Confirmatory Assignment.

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

- 1. <u>Patent Assignment</u>. This is to confirm for purposes of recordation that Moen has contributed, assigned, conveyed, granted and transferred to FBWINN, and FBWINN has accepted, the following:
  - (a) Moen's entire right, title and interest in and to the Patents in each of their respective countries worldwide, whether or not such Patents have issued prior to, on or after the effective date of this Confirmatory Assignment, including without limitation all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals therefor for the full term (or terms) for which the same may be granted;
  - (b) any and all claims, demands and rights of action whatsoever with respect to any of the foregoing, whether accruing before, on, or after the effective date hereof, both statutory and based upon common law, that Moen had or might have had by reason of any infringement or any related claims together with the right to prosecute such claims, demands and rights of action in FBWINN's own name, including but not limited to (i) infringement, misuse, violation, breach, or default relating to any of the foregoing, (ii) all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief based on the foregoing conduct whether past, present, or future, and (iii) the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;
  - (c) any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any and all of the foregoing;

- (d) all rights corresponding to the foregoing worldwide as fully and entirely as the same would have been held and enjoyed by Moen had the assignment and transfer as confirmed in this Confirmatory Assignment not been made, including without limitation rights arising under any applicable law in each respective country worldwide or by international treaties and conventions; and
- (e) if any right, title, and/or interest in and to the Patents remained in Moen after the effective date hereof, Moen hereby contributes, assigns, conveys, grants, and transfers such remaining right, title, and/or interest to FBWINN, and FBWINN hereby accepts such remaining right, title and/or interest.
- 2. <u>Further Assurance</u>. Moen agrees that it shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by FBWINN to further effect and evidence the transactions confirmed herein, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Patents to FBWINN, or any assignee or successor thereto. Moen hereby authorizes the authorities at each respective Patent Office worldwide to record and register this Confirmatory Assignment upon request by FBWINN.
- 3. <u>Enforceability</u>. If any provision of this Confirmatory Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Confirmatory Assignment, as the case may require, and this Confirmatory Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein, as the case may be.
- 4. <u>Amendment</u>. This Confirmatory Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by both Moen and FBWINN.
- 5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CONFIRMATORY ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.
- 6. <u>Counterparts</u>. This Confirmatory Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
- 7. <u>Successors and Assigns</u>. This Confirmatory Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Moen and FBWINN has caused this Confirmatory International Patent Assignment to be executed as of the date first written above.

MOEN INCORPORATED
("Moen")
By: Usrry Longe
Name: Asnid George
Title: CFO 19UP FIRMULL, 646
FORTUNE BRANDS WATER INNOVATIONS LLC
("FBWINN")
By: Chaillyes
Name: Men' PW/W
Tills President

# SCHEDULE A

International Patent List

Country	Title	App. No.	Pat. No.	Status
	ELECTRONIC PRESSURE	2017229773	2017229773	
<u>AU</u>	SENSOR FOR MEASUREMENT	<u> </u>	401/447//3	<u>Granted</u>
	OF PRESSURE IN A FLUID	·		
	MEDIA			:
CA	ELECTRONIC PRESSURE	3,017,189	3,017,189	Granted
S.A.	SENSOR FOR MEASUREMENT	23,49,8,74,8,73	270177777	Minne
	OF PRESSURE IN A FLUID			
	MEDIA			
CA	IMPROVED TURBINE DESIGN	3,131,290		Pending
onnonner	FOR FLOW METER	€ 9.3. € 3.4 9.40 × € managementation	on o	<u> </u>
CA	TOILET TANK	3,092,593		Published
Management	IMPROVEMENTS	2/20/2/2004/2024	*	R GREETELSKE GR
<u>CN</u>	ECONOMICAL TURBINE	202080033879.3		Published
20000000000000000000000000000000000000	FLOWMETER OF ENHANCED	AN COMITY CONTROL OF THE STATE	*	A 44 5/22/32/4/48
•	ACCURACY WITH BI-			
	DIRECTIONAL FLOW			
	METERING			
CN	TOILET TANK	202010960380.9		Published
RANDARIANA.	IMPROVEMENTS		~	
EP	ELECTRONIC PRESSURE	17764070.3		Published
•••••	SENSOR FOR MEASUREMENT		-	
	OF PRESSURE IN A FLUID			
	MEDIA			
HK	ELECTRONIC PRESSURE	19123688.4		Abandoned
	SENSOR FOR MEASUREMENT	;	***	
	OF PRESSURE IN A FLUID			
	<u>MEDIA</u>			
MX	ELECTRONIC PRESSURE	MX/a/2018/010891		Abandoned
	SENSOR FOR MEASUREMENT			
	OF PRESSURE IN A FLUID			
	MEDIA			
WO	SIMPLIFIED LEAK DETECTION	<u>US16/63186</u>		<u>Expired</u>
	IN A PLUMBING SYSTEM			
	USING PRESSURE DECAY			
	PRINCIPLE	······		
<u>wo</u>	ELECTRONIC PRESSURE	<u>US17/21525</u>		National
	SENSOR FOR MEASUREMENT	:		***************************************
	OF PRESSURE IN A FLUID			
	MEDIA			
<u>wo</u>	IMPROVED TURBINE DESIGN	PCT/US2020/070025	:	<u>National</u>
,	FOR FLOW METER			
US	FLUID CONTROL SYSTEM	61/766,105	<u> </u>	Expired

		**************************************	<b></b>	
<u>US</u>	MANUAL CONTROL FOR	62/504,679	~	Expired
	ACTUATED FLUID			
	MONITORING AND CONTROL			
	DEVICE			
<u>US</u>	FLUID MONITORING AND	14/182,213	9,857,805	Granted
	CONTROL SYSTEM			
<u>US</u>	FLUID MONITORING AND	<u>15/849,669</u>	10,866,601	Granted
	CONTROL SYSTEM			
<u>US</u>	MANUAL CONTROL FOR	<u>15/977,546</u>	10,962,993	Granted
	ACTUATED FLUID			
	MONITORING AND CONTROL			
	DEVICE			
<u>US</u>	UNIVERSAL RETROFIT	<u>62/166,827</u>	_	Expired
	MOTORIZED ACTUATOR FOR			
	BALL VALVES WITH LEVER			
	HANDLES			
US	RETROFIT MOTORIZED	15/165,196	10,591,080	Granted
- Constant	ACTUATOR FOR REMOTE			
	FLUID CONTROL			
<u>US</u>	SIMPLE METHOD OF LEAK	62/258,435		Expired
	DETECTION IN A PLUMBING	,	~	
	SYSTEM USING PRESSURE			
	DECAY PRINCIPAL			
US	SIMPLIFIED LEAK DETECTION	15/356,613	10,428,495	Granted
7000000	IN A PLUMBING SYSTEM			WWW.St.Warranaanaa
	USING PRESSURE DECAY			
	PRINCIPLE			
US	FLOW MONITORING AND	62/306,002		Expired
	CONTROL SENSORS,	<u> </u>	~	
	APPLICATIONS AND			
	PROCEDURES			
<u>US</u>	ELECTRONIC PRESSURE	15/453,756	10,458,872	Granted
RARAMA	SENSOR FOR MEASUREMENT			seconoconococococo
	OF PRESSURE IN A FLUID			
	MEDIA			
US	ELECTRONIC PRESSURE	16/590,678	11,047,756	Granted
Riginary	SENSOR FOR MEASUREMENT			
	OF PRESSURE IN A FLUID			
	MEDIA			
<u>US</u>	ELECTRONIC PRESSURE AND	17/304,845		Allowed
	TEMPERATURE SENSOR FOR A	0.7767 C 7440 7465	*	2311077 50
	FLUID MEDIA			:
US	USE OF MULTIPLE FLOW	62/793,308		Expired
	METERING DEVICES IN	State 1. Cata-2555	*	EARLINE UM
	PARALLEL TO MONITOR AND			
	CONTROL FLUIDS THROUGH A			
	PIPE			
L	L SE AL		J	L

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US	USE OF MULTIPLE FLOW	16/744,161	11,280,655	Granted
	METERING DEVICES IN	A.M. F. X. X. X. X. X.	RROMSOGUE	Singipoder Goognam supan
***********	PARALLEL TO MONITOR AND			
	CONTROL FLUIDS THROUGH A			
	PIPE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
<u>US</u>	METHOD OF USING THIN FILM	<u>62/823,641</u>	ou.	<u>Expired</u>
	THERMAL MASS FLOW			
	SENSORS IN FLUID APPLICATION			
US	THIN FILM THERMAL MASS	16/829,339	11,280,651	Granted
05	FLOW SENSOR IN FLUID	1000074007	11,200,001	<b>C1</b> (31114.4)
	APPLICATIONS			
US	TURBINE DESIGN FOR FLOW	15/929,477		Published
	METER	.,	7	
<u>US</u>	ECONOMICAL TURBINE	62/844,298	•	Expired
	FLOWMETER OF ENHANCED			
	ACCURACY WITH BI-			
	DIRECTIONAL FLOW METERING			
<u>US</u>	USE OF PHYSICAL	62/844,316		Expired
200	IDENTIFICATION FOR	02/044.510	~	32341744 CA
	SECURITY AND/OR ACCESS			
	CONTROL	WWW.		
<u>US</u>	TOILET TANK ELECTRONIC	<u>62/879,377</u>		Expired
	LEAK DETECTION AND			
	WATER CONSERVATION	2 2 7 2 7 3 3 3 3 3 3 3		
<u>US</u>	METHOD OF GENERATING	16/540,482	2 <b>~</b>	Published
	CONTROLLED FLOW EVENT IN PIPES TO REGULATE			:
	HYDRAULIC CONDITIONS			F
US	TOILET TANK	62/900,426		Expired
, iiiiiii	IMPROVEMENTS		~	***************************************
US	LOW POWER CONSUMPTION	<u>16/948,246</u>	10,962,402	Granted
	TOILET TANK LEAK			i i i i i
	DETECTION DEVICE	0 ad 0 a 3 d a 2 a		
<u>US</u>	TOILET TANK	17/301,177	*	Abandoned
TIC	IMPROVEMENTS MULTI-MODE WATER	1715 16 757		Dark II. Land
<u>US</u>	MOLIT-MODE WATER MONITORING AND CONTROL	17/649,363	~	<u>Published</u>
	DEVICE WITH PRE-			
	OCCUPANCY MODE			
US	FLUID MONITORING AND	16/948,713	11,237,574	Granted
	CONTROL SYSTEM			
<u>US</u>	MULTI-MODE WATER	62/909,176		Expired
	MONITORING AND CONTROL			-
	DEVICE WITH PRE-			***************************************
<b></b>	OCCUPANCY MODE	4,		L

PATENT REEL: 062143 FRAME: 0988 6