

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7726967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PUMPSPY TECHNOLOGY, LLC	10/31/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WATERTITE PRODUCTS, INC.
<b>Street Address:</b>	455 W. VICTORIA STREET
<b>Internal Address:</b>	C/O IPS CORPORATION
<b>City:</b>	COMPTON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90220
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9157434
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)758-2346
<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>	7137582305
<b>Email:</b>	cclayden@velaw.com
<b>Correspondent Name:</b>	VINSON & ELKINS L.L.P.
<b>Address Line 1:</b>	845 TEXAS AVENUE
<b>Address Line 2:</b>	SUITE 4700
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	IPS080-10003
<b>NAME OF SUBMITTER:</b>	RAJESH D. PATEL
<b>SIGNATURE:</b>	/Rajesh D. Patel/
<b>DATE SIGNED:</b>	01/05/2023
<b>Total Attachments: 7</b>	
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**PATENT**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of October 31, 2022 (the “Effective Date”), by and between Sales Driven Limited Liability Company (d/b/a Raybend), a Michigan limited liability company (“Raybend”), Pumpspy Technology, LLC, a Michigan limited liability company (together with Raybend, each an “Assignor” and collectively the “Assignors”), and Watertite Products, Inc., a California corporation (“Assignee” and, together with Assignors, the “Parties”).

**WHEREAS**, the Assignors, Assignee and the Equityholders (as defined in the Purchase Agreement) have entered into that certain Asset Purchase Agreement, dated October 31, 2022 (the “Purchase Agreement”), pursuant to which each Assignor has agreed to sell, and Assignee to purchase, all Intellectual Property (defined below) owned or purported to be owned (in whole or in part) by each Assignor, including the Registered Intellectual Property set forth on Exhibit A (collectively, the “Assigned Intellectual Property”); and

**WHEREAS**, the Parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the transfer of the Assigned Intellectual Property.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein or below shall have the meanings ascribed to such terms in the Purchase Agreement:

a. “Business” means the business of designing, manufacturing and selling pumps used in construction applications (including but not limited to sump pumps and sewage pumps), pump accessories, pump monitoring technology (mobile and web-based software applications, application program interfaces and cloud monitoring), dehumidifiers and relative humidity monitors or radon detection solutions.

b. “Intellectual Property” means all intellectual and industrial property and proprietary rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any Governmental Authority or other jurisdiction: (i) trade names, trademarks and service marks, logos, symbols, domain names and other Internet addresses or identifiers, trade dress and other indicia of origin all registrations and applications for all of the foregoing and all goodwill associated therewith; (ii) patents and patent applications, and all extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (iii) published and unpublished works of authorship, copyrights therein and thereto, and all registrations and applications for all of the foregoing; (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, software, computer code, specifications, research and development information, technology including rights and licenses, business plans, forecasts, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being

generally known to other Persons who can obtain economic value from its disclosure or use (collectively, "Trade Secrets"); (v) accounts with Twitter, Facebook, Instagram, Yelp and all other social media platforms and the content found thereon and related thereto; and (vi) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature.

2. Assignment. Effective as of the Effective Date, each Assignor hereby absolutely and unconditionally assigns, transfers, sells, conveys, grants and delivers unto Assignee, and Assignee hereby accepts and assumes from each Assignor, all of such Assignor's right, title and interest and good and marketable title in and to the Assigned Intellectual Property, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned Intellectual Property, including the goodwill of the Business connected to the use of any of the Assigned Intellectual Property, in all cases free and clear of all Encumbrances (other than Permitted Encumbrances), the same to be held and enjoyed by Assignee, its and its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by such Assignor if this sale had not been made.

3. Absolute Conveyance. The conveyance of the Assigned Intellectual Property hereunder is an absolute transfer to Assignee.

4. Further Actions. After the Effective Date, at Assignee's cost and expense, the Parties shall execute and deliver such other certificates, agreements, conveyances and other documents, and take such other action, as may be reasonably requested by the other Party in order to complete the sale, assignment, transfer and conveyance to Assignee of all of the right, title and interest of each Assignor in, to and under the Assigned Intellectual Property hereby sold, assigned, transferred or conveyed, or intended so to be. Specifically, as to each Assignor, such Assignor hereby covenants and agrees that, at Assignee's cost and expense, such Assignor will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned Intellectual Property) known to such Assignor with respect to the Assigned Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use commercially reasonable efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Intellectual Property and in enjoying the full benefits thereof.

5. Purchase Agreement. This Agreement is delivered pursuant to the Purchase Agreement, and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

6. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any

nature under or by reason of this Assignment.

7. Binding Effect; Assignment. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law. This Assignment and any action arising from or relating to this Assignment, any relief or remedies sought by any Parties hereto and thereto and the rights and obligations of the Parties hereunder and thereunder shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

9. Exclusive Jurisdiction. The Parties hereto agree that any Action arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to, Section 7.9 (Exclusive Jurisdiction) of the Purchase Agreement.

10. Severability. Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

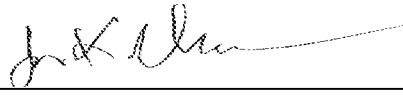
11. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or other electronic means), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

*[Remainder of page left blank intentionally. Signature pages follow.]*

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed as of the Effective Date.

**ASSIGNORS:**

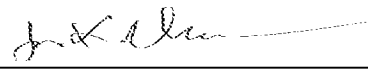
**SALES DRIVEN LIMITED LIABILITY  
COMPANY**

By:  \_\_\_\_\_

Name: Joseph K. Mauro, Sr.

Title: Manager

**PUMPSPY TECHNOLOGY, LLC**

By:  \_\_\_\_\_

Name: Joseph K. Mauro, Sr.

Title: Manager

ASSIGNEE:

**WATERTITE PRODUCTS, INC.**

By: 

Name: Nick Cassella

Title: President

**EXHIBIT A**

**REGISTERED INTELLECTUAL PROPERTY**

A) Patents

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Registered Owner</b>
Duplex Control of Redundant a Passively Actuated Electrical Devices	63/342,477	May 16, 2022	N/A (Pending)	N/A (Pending)	United States	Sales Driven Limited Liability Company
Sump Pump System with Automated System Monitoring and Data Collection	14/160692	January 22, 2014	9,157,434	October 13, 2015	United States	Pumpsy Technology, LLC

B) Trademarks

<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Registered Owner</b>
RAYBEND	97604036	September 23, 2022	N/A (Pending)	N/A (Pending)	United States	Sales Driven LLC d/b/a Raybend
Raybend, We Keep Basements Dry	97604018	September 23, 2022	N/A (Pending)	N/A (Pending)	United States	Sales Driven LLC d/b/a Raybend



Smartpump	87047590	May 24, 2016	6136504	August 25, 2020	United States	Pumpspy Technology, LLC
Pumpspy	85943551	May 28, 2013	4642000	November 18, 2014	United States	Pumpspy Technology, LLC
Pumpspy	85946006	May 30, 2013	4633336	November 4, 2014	United States	Pumpspy Technology, LLC

C) Domain Names

Sales Driven Limited Liability Company

raybendmanufacturing.com  
my.raybend.com  
raybend.com

Pumpspy Technology, LLC

pumpspy.com  
pumpspy.us  
pumpspystore.com  
Smarth2ome.com  
Smartpumpmonitoring.com