

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7766398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN C. KUPFERLE FOUNDRY COMPANY	01/23/2023
DGM ENTERPRISES, L.L.C.	01/23/2023
RECEIVING PARTY DATA	
Name:	KUPFERLE, LLC
Street Address:	11 S. MERAMEC AVENUE, SUITE 1330
City:	CLAYTON
State/Country:	MISSOURI
Postal Code:	63105
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6820635
Patent Number:	6948512
Patent Number:	8733390
Patent Number:	10041232
Patent Number:	9927277
Application Number:	17725134
Application Number:	63319097
Patent Number:	8783282
CORRESPONDENCE DATA	
Fax Number:	(314)480-1505
<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>	
Phone:	314-480-1500
Email:	PTO-SL@huschblackwell.com
Correspondent Name:	DANIEL S. COHN
Address Line 1:	HUSCH BLACKWELL LLP
Address Line 2:	190 CARONDELET PLAZA, SUITE 600
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	461329.128
NAME OF SUBMITTER:	LIZ BEHLING

SIGNATURE:	/Liz Behling/
DATE SIGNED:	01/27/2023
Total Attachments: 8 source=Kupferle - Assignment of Intellectual Property Assets#page1.tif source=Kupferle - Assignment of Intellectual Property Assets#page2.tif source=Kupferle - Assignment of Intellectual Property Assets#page3.tif source=Kupferle - Assignment of Intellectual Property Assets#page4.tif source=Kupferle - Assignment of Intellectual Property Assets#page5.tif source=Kupferle - Assignment of Intellectual Property Assets#page6.tif source=Kupferle - Assignment of Intellectual Property Assets#page7.tif source=Kupferle - Assignment of Intellectual Property Assets#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this “*Agreement*”) is entered into as of this 23rd day of January, 2023 by and between Kupferle, LLC, a Delaware limited liability company (“*Assignee*”), and John C. Kupferle Foundry Company, a Missouri corporation and DGM Enterprises, L.L.C., a Missouri limited liability company (collectively, “*Assignor*”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee and the Daniel McKeague Revocable Trust dated October 8, 1999, as amended, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignee will purchase the Assets of Assignor, effective as of the date hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to all of Assignor’s Intellectual Property Assets, including, without limitation, those items set forth in Appendix A annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith, but excluding any Intellectual Property Assets which are Excluded Assets (all of the foregoing being referred to herein as the “*Intellectual Property*”); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property; and

WHEREAS, this Assignment is contemplated by Section 3.2(b) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. On the terms and subject to the conditions of the Purchase Agreement, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor’s Intellectual Property Assets for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and other protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the

Intellectual Property by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, and its successors and assigns from and after the Closing Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Further Actions. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

4. Terms of the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Intellectual Property and to deliver to Assignee, and to Assignee's attorneys, agents, and their respective successors and assigns, all official documents and communications as may be warranted by this Assignment.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Assignment.

7. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns, and this Assignment shall be binding upon Assignor and its successors and assigns.

8. Governing Law. This Assignment will be governed by and construed under the laws of the United States and the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

9. Execution of Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the first date written above.

ASSIGNOR:

John C. Kupferle Foundry Company,
A Missouri corporation

By: Daniel G. McKeague

Name: Daniel G. McKeague

Title: President

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

On this 19th day of January, 2023, personally appeared Daniel McKeague to me known, who being by me duly sworn did say that he is the President of John C. Kupferle Foundry Company, a Missouri corporation, and that said instrument was signed on behalf of said company by the authority of its board of directors.

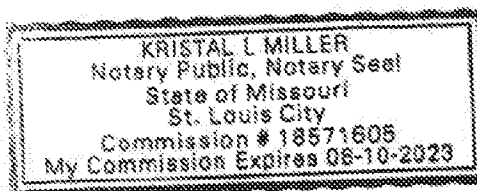
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kristal L. Miller

Notary Public

My Commission Expires:

08-10-2023



[Signature Page to Kupferle Assignment of Intellectual Property Assets]

ASSIGNOR:

DGM Enterprises, L.L.C.
A Missouri limited liability company

By:

Daniel G. McKeague

Name: Daniel G. McKeague

Title: Sole Member

STATE OF MISSOURI)

COUNTY OF St. Louis)

SS:

On this 19th day of January, 2023, personally appeared Daniel McKeague to me known, who being by me duly sworn did say that he is the Sole Member of DGM Enterprises, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said company by the authority of its board of managers.

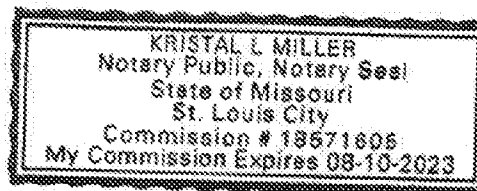
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kristal L. Miller

Notary Public

My Commission Expires:

08-10-2023



[Signature Page to Kupferle Assignment of Intellectual Property Assets]

COUNTERPART SIGNATURE PAGE
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Borrower has executed and delivered this Agreement as of the day and year first above written.

BORROWER:

KUPFERLE, LLC

By: *Timothy Buening*
Name: Timothy Buening
Title: Manager

KUPFERLE-C, LLC

By: *Timothy Buening*
Name: Timothy Buening
Title: Manager

KUPFERLE HOLDINGS, LLC

By: *Timothy Buening*
Name: Timothy Buening
Title: Manager

STATE OF Missouri)
) ss:
COUNTY OF St. Louis)

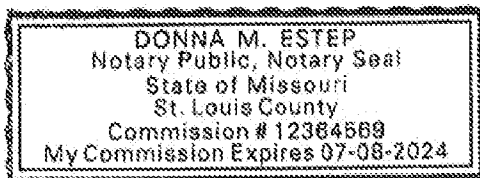
On this, the 11 day of January, 2023, before me, a Notary Public, the undersigned officer, personally appeared Timothy Buening, the Manager, of KUPFERLE, LLC, a Delaware limited liability company, KUPFERLE-C, LLC, a Delaware limited liability company, and KUPFERLE HOLDINGS, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument on behalf of said limited liability companies, and acknowledged that such person executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

07/08/2024

Donna M. Estep
Notary Public



Intellectual Property Security Agreement
Signature Page

PATENT
REEL: 062516 FRAME: 0717

Appendix A
Intellectual Property

1. Patents

Title	Patent No.	Territory
Flushing Attachment for Hydrant	2,439,772	CA
Flushing Attachment for Hydrant	6,820,635	US
Flushing Attachment for Hydrant	6,948,512	US
Quick-disconnect Water Main Flusher	2,559,973	CA
Quick-disconnect Water Main Flusher	8,733,390	US
Self-heating Freezeproof Hydrant	2015267100	AU
Self-heating Freezerproof Hydrant	2,946,439	CA
Self-heating Freezerproof Hydrant	10,041,232	US
95WM PVC Body Meter Resetter	9,927,277	US
Meter Resetter Mounted Pressure Sensor	17/725,134	US
Rod-mounted Pressure Sensor	63/319,097	US
████████████████████	████████	
Reconfigurable Water Flushing and Sampling Device	8,783,282	US
Self-Maintaining Automatic Flushing Valve with Internal Freeze Protection	2946439	CA

2. Trademarks

Description	Registration No.
Eclipse (stylized)	610,552
Eclipse	610,247
Total Eclipse	610,911

3. Domain Names

www.hydrants.com

www.samplingstations.net

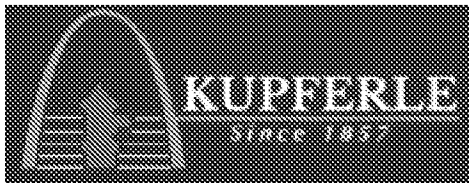
www.Blow-offs.com

www.Samplingstations.com

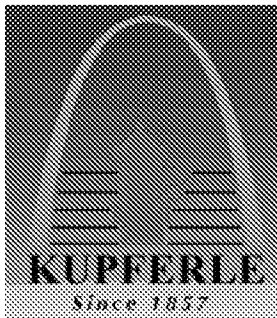
www.Kupferle.com

4. Logos

Unregistered logo for KUPFERLE SINCE 1857 & Design



Unregistered logo for KUPFERLE SINCE 1857 & Design



5. License and Services Agreement by and between Autodesk, Inc. and Kupferle undated.
6. Software License Agreement by and between Adobe Systems Incorporated and Kupferle undated.
7. License Agreement by and between Unitronics Ltd. and Kupferle undated.
8. Master Services Agreement and Statement of Work by and between Beanstalk and Kupferle dated as of February 14, 2022.
9. Order Form by and between Salesforce.com, Inc. and Kupferle dated as of August 20, 2022.
10. Patent Cross-License Agreement by and among Mueller International, LLC, Mueller Water Products, Inc., Kupferle, and DGM Enterprises, LLC dated as of December 15, 2011.

11. Patent Infringement & Misappropriation of Trade Secret Settlement with W. Richard Tate & H2OK, Inc. regarding patent number 5,353,651 and Kuperfle's #93 product.
12. Agreement between Dean Orem and the Kupferle Foundry Company executed December 16, 2022.