

11-01-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1) Garitech Systems, Inc. *10-29-02*

2) Tek Supply, Inc.

3) Gary A. Fischer

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Garitech Systems, Inc.
- Texas

Other Tek Supply, Inc.
- Massachusetts

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Jensen Fittings Corporation

Internal Address: _____

Address: _____

Street Address: 107-111 Goundry Street, North

City: Tonawanda State: NY Zip: 14120-5998

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State New York

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: 09-26-02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,533,274

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George R. Hoskins

Internal Address: _____

Calfee, Halter & Griswold LLP

Street Address: 800 Superior Avenue

Suite 1400

Cleveland, OH Zip: 44114-2688

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-0172

10/31/2002 BYRNE 00000126 2533274
01 FC:0521 40.00 00

DO NOT USE THIS SPACE

9. Signature.

George R. Hoskins

Name of Person Signing

George R. Hoskins October 24, 2002

Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002609 FRAME: 0165

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("this Agreement") is entered by and between GARITECH SYSTEMS, INC. ("Garitech"), a Texas corporation, TEK SUPPLY, INC. ("Tek"), a Massachusetts corporation, GARY A. FISCHER, an individual Canadian citizen residing in Houston, Texas; and JENSEN FITTINGS CORPORATION ("Jensen"), a wholly owned subsidiary of Swagelok Company ("Swagelok"), an Ohio corporation, sometimes collectively referred to herein as "the Parties". This Agreement shall be effective as to each assigning party on the date of that party's execution, or the date of Jensen's execution of this Agreement, whichever is later.

In consideration of the execution of other agreements containing mutual covenants and obligations between the Parties to this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of all such consideration as good and valuable is hereby acknowledged by each of the Parties, and intending to be legally bound hereby, the Parties hereby agree as follows:

(1) **Assignors.** Garitech, Tek and Gary Fischer are herein referred to, both individually and collectively, as "Assignors." By executing this Agreement, each Assignor acknowledges and warrants that the Assignor is acting both on behalf of itself or himself as an individual entity or person, and in concert with one or more other Assignors (as may be appropriate), in undertaking the duties and obligations set forth in this Agreement.

(2) **Assignment.** Assignors hereby irrevocably assign to Jensen the Rights, as defined here:

(A) "Works" shall mean all works owned or used by Assignors relating to the business of Garitech, and all improvements thereto and derivatives thereof, as the same may exist as of the date hereof or be owned hereafter. Without limiting the generality of that definition, Works shall include all inventions, technologies, discoveries, know-how, trade secrets, improvements, developments, ideas, works of authorship, software, other patentable subject matter, or other copyrightable subject matter, whether existing or contemplated, developed by or for Assignors or used or sold by Assignors, and all derivative versions thereof, having to do with the business of Garitech, including without limitation each product and trademark in the "Specialists in Ultra-Pure Valving Technology - Sanitary Diaphragm Valves" brochure attached hereto as Exhibit A. "Works" shall not include rights in the divert valve patented by Montreal Bronze.

(B) "Rights" shall mean the Assignor's entire rights, title and interest in and to:

(i) All intellectual property and other proprietary rights in and to the Works or otherwise related to the business of Garitech, including but not limited to patents, copyrights, trademarks, service marks, all goodwill, trade dress, and trade secrets therein, and all rights to sue for, enforce and collect damages for past infringement of any of the rights conveyed herein;

(ii) All letters patent related to the Works or the business of Garitech, including without limitation U.S. Patent No. 6,289,933 B1 and the inventions described therein, and all applications for letters patent, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, including all divisional, renewal, substitute, continuation, continuation-in-part and Convention applications based in whole or in part upon the Works or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for the Works or upon said applications, and every priority right that is or may be predicated upon or arise from the Works, said applications

and said Letters Patent; said assignee being hereby authorized to file patent applications in any or all countries on any or all the Works in the name of the undersigned or in the name of said assignee or otherwise as said assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents of the United States of America and the empowered officials of all other governments being hereby authorized to issue or transfer all said Letters Patent to said assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right heretofore given, and that the undersigned will do all acts reasonably serving to assure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said assignee as fully and entirely as the same could have been held and enjoyed by the Assignors if this assignment had not been made, and particularly to execute and deliver to said assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and in substance which may be requested by said assignee, to furnish said assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and testify in any proceedings relating to said inventions, patent applications and Letters Patent.

(iii) All copyright and trademark, whether registered or not, including all trademark, trade name and service marks and goodwill related to the Works or the business of Garitech, and all applications and registrations therefor, including without limitation U.S. Trademark Registration No. 2,533,274;

(iv) All domain name uses and registrations related to the Works or the business of Garitech;

(v) All goodwill associated with the business of Garitech and symbolized by any trademarks, service marks, trade dress or domain names;

(vi) All other right, title, and interest in and to the Works, including physical title thereto;

(vii) All rights of Assignors under any license, lease or other agreement with respect to the Works or the business of Garitech of the rights identified in this paragraph 2 of this Exhibit A; and

(viii) All rights of Assignors to the domain name "garitech.com." and all other domain names related to the business of Garitech.

(3) **Assurances.** Assignors covenant they have the full and exclusive right to convey the entire interest assigned herein, and they have not executed and will not execute or enter into any agreement in conflict herewith. Assignors agree that at the request of Jensen, Assignors will, without additional consideration, execute any documents deemed necessary by Jensen to vest the Rights in Jensen or to enable Jensen to seek, register, maintain, or enforce any of the Rights anywhere in the world, including any patents, copyrights, trademarks, trade secrets or other intellectual property or other proprietary rights in the Works.

(4) **Release.** Assignors further sell, assign, transfer, grant, release, and quit-claim to Jensen, its successors, assigns, or other legal representatives or designees, any and all claims for damages by reason

of past, present, or future infringement of the Rights, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives or designees.

(5) **Indemnification.** For a period of twenty-four (24) months from the date of Jensen's signature, Assignors shall indemnify and hold Jensen harmless from and against any charges, suits, losses, judgments, settlements, claims, or damages, including attorney's fees, costs, and expenses, incurred as a result of any claim arising out of or in connection with any claim that the Works or derivatives infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of any third party.

(6) **Governing Law and Choice of Forum.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to the principles of conflict of laws. Assignors irrevocably submit to the jurisdiction of the Ohio Court of Common Pleas, Cuyahoga County, and the United States District Court for the Northern District of Ohio, and any action or proceeding arising out of this Agreement will be heard and determined in one of those courts. Assignors irrevocably waive all objections and challenges as to jurisdiction and venue of any action or proceeding arising out of this Agreement being brought in such court, including by way of example but not of limitation forum non conveniens.

(7) **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

(8) **Waiver.** The failure of either party to exercise any of its rights shall not operate as a waiver of its right to exercise such right or any other right in the future.

(9) **Amendments.** Any modification of this Agreement shall be by mutual consent and evidenced by written amendment.

(10) **Section Headings.** The section headings in this Agreement are for convenience only and shall not be held to modify or to aid in the interpretation of the provisions hereof.

(11) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the effective date set forth above.

Assignors

GARITECH SYSTEMS, INC.

Name:

Title:

Date

TEK SUPPLY, INC.

Name:

Title:

Date

GARY A. FISCHER

Signature

Date

Assignee

JENSEN FITTINGS CORPORATION

Name: *DAVID B. CATUCCI*

Title: *Assistant Secretary*

Date *9/26/03*

Assignors

GARITECH SYSTEMS, INC.

Stephen G. Zonko

Name: *Stephen G. Zonko*

Title: *Vic President*

9/26/02

Date

TEK SUPPLY, INC.

Stephen G. Zonko

Name: *Stephen G. Zonko*

Title: *President*

9/26/02

Date

GARY A. FISCHER

Signature

Date

Assignee

JENSEN FITTINGS CORPORATION

Name:

Title:

Date

Sep 26 02 08:49a dennis herlong
09/26/2002 09:14 2814459553
Sep 26 02 07:53a dennis herlong

713 228 9225
GARITECH SYSTEMS INC
713 228 9225

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Assignors

GARITECH SYSTEMS, INC.

Name:
Title:

Date

TEK SUPPLY, INC.

Name:
Title:

Date

GARY A. FISCHER
Gary Fischer

Signature
9/26/02

Date

Assignee

JENSEN FITTINGS CORPORATION

Name:
Title:

Date