

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocon, L.L.C.		12/13/2021	Limited Liability Company: MICHIGAN
Universal Flow Monitors, Inc.		12/13/2021	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Dwyer Instruments, LLC		
Street Address:	102 Indiana Hwy. 212		
City:	Michigan City		
State/Country:	INDIANA		
Postal Code:	46360		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2974542	DELTAPOINT	
Registration Number:	2789560	COOLPOINT	
Registration Number:	3227356		
Registration Number:	2124700	FLOWSTREAM	
Registration Number:	4059861	INSITE	
Registration Number:	1344133	UFM	
Registration Number:	1203407	UNIVERSAL	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	75316-2		

OP \$190.00 2974542

NAME OF SUBMITTER:	Duncan Poirier
SIGNATURE:	/Duncan Poirier/
DATE SIGNED:	01/26/2022
Total Attachments: 11 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif source=Assignment#page10.tif source=Assignment#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

This Intellectual Property Assignment and Domain Name Transfer Agreement (this “Agreement”), is made and entered into as of December 13, 2021 (the “Effective Date”), by and among Universal Flow Monitors, Inc., a Michigan corporation (“UFM”), Rocon LLC, a Michigan limited liability company (“Rocon”), and Flowmeters.com LLC, a Michigan limited liability company (“Flowmeters”), and The Rosaen Company, a Michigan Corporation (“Rosaen Company”) and, together with UFM, Rocon and Flowmeters, each an “Assignor” and collectively, “Assignors”) and Dwyer Instruments, LLC, a Delaware limited liability company (“Assignee”). Each of Assignee and Assignors may be referred to herein as a “Party” and together as the “Parties.”

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of December 13, 2021, by and among the Parties (the “Purchase Agreement”), Assignors have agreed to convey, assign, transfer, and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignors’ right, title and interest in, to and under the intellectual property listed on Schedule 1.1(f) of the Purchase Agreement (collectively, the “Intellectual Property Assets”).

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

1. Assignment.

(a) Assignors do hereby sell, transfer, assign, convey and deliver to Assignee any and all of Assignors’ worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignors if this assignment had not been made.

(b) Assignors hereby authorize and request the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to Assignee.

2. Further Assurances.

(a) Assignors shall, and shall cause their Affiliates and Persons under their control to, execute such other or additional instruments of transfer or conveyance and undertake

such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignors agree to, and shall cause their Affiliates and Persons under their control to, take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignors by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignors agree to, and shall cause their Affiliates and Persons under their control to, retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. **Amendment and Waivers.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that the Assignee may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates or to a lender providing financing to the Assignee and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Assignee nonetheless shall remain responsible for the performance of all of its obligations hereunder).

6. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (EITHER OF THE

STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ANY ACTION HEREUNDER SHALL BE THE STATE AND FEDERAL COURTS LOCATED IN DELAWARE. EACH OF THE PARTIES WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

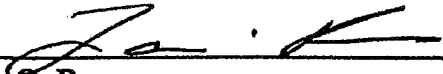
8. **Counterparts.** This Agreement may be executed in one or more counterparts, and may be delivered in person, by mail, by facsimile, or by email (including PDF), each of which shall be deemed an original but all of which together constitute one and the same instrument.

signature page follows

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement as of the Effective Date.

ASSIGNORS:


UNIVERSAL FLOW MONITORS, INC.



By: Lars O. Rosaen
Its: President

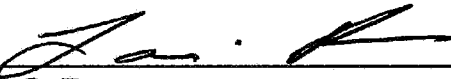
ROCON, L.L.C.

By: Universal Flow Monitors, Inc.
Its: Sole Member

By: 

Name: Lars O. Rosaen
Title: President

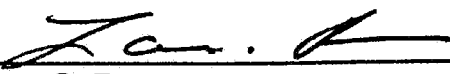
THE ROSAEN COMPANY



By: Lars O. Rosaen
Its: President

FLOWMETERS.COM LLC

By: Universal Flow Monitors, Inc.
Its: Manager

By: 

Name: Lars O. Rosaen
Title: President

ASSIGNEE:

DWYER INSTRUMENTS, LLC

By: _____

Name: Charles Dubois

Title: Chief Executive Officer

Schedule 1.1(f)

IP Assets

1. Schedule 3.10(a) of the Disclosure Schedules is hereby incorporated by reference.

2. Telephone and Fax Numbers

Phone: (248) 542-9635

Fax: (248) 398-4274

3. Social Media Profiles

Facebook: Universal Flow Monitors, Inc.

Schedule 3.10(a)

Seller Intellectual Property

(i)

U.S. Patents:

Patent No.	Filing Date	Title	Owner of Record	Status
D926,942	02-21-2020	FLOW CONTROL PLATE	UNIVERSAL FLOW MONITORS, INC.	Issued
10,641,406	11-30-2017	VENTURI VACUUM DRAWBACK ASSEMBLIES AND DUAL ORIFICE VENTURI VALVE ASSEMBLIES	UNIVERSAL FLOW MONITORS, INC.	Issued
11,035,483	02-07-2019	DUAL ORIFICE VENTURI VACUUM DRAWBACK ASSEMBLIES HAVING AIR BREATHER CHECK VALVE	UNIVERSAL FLOW MONITORS, INC.	Issued
11,175,086	3/25/2020	VENTURI VACUUM DRAWBACK ASSEMBLIES AND DUAL ORIFICE VENTURI VALVE ASSEMBLIES	UNIVERSAL FLOW MONITORS, INC.	Issued
5,576,498	11/01/1995	LAMINAR FLOW ELEMENT FOR A FLOWMETER	THE ROSAEN COMPANY	Expired
5,763,791	11/19/1996	FLOWMETER	THE ROSAEN COMPANY	Expired

U.S. Patent Applications:

App. No.	Pub. No.	Filing Date	Title	Owner of Record	Status
16/774,781	2021-0231475	01-28-2020	SYSTEMS AND METHODS FOR AN INLINE FLOW METER ASSEMBLY	UNIVERSAL FLOW MONITORS, INC.	Published
29/725,104	-	02-21-2020		UNIVERSAL FLOW MONITORS, INC.	Pending
16/831,257	2020-0224946	03-26-2020	VENTURI VACUUM DRAWBACK ASSEMBLIES AND DUAL ORIFICE VENTURI VALVE ASSEMBLIES	UNIVERSAL FLOW MONITORS, INC.	Published
62/428,089	-	11-30-2016	VENTURI VACUUM DRAWBACK SYSTEM	UNIVERSAL FLOW MONITORS, INC.	Expired
62/627,488	-	02-07-2018	DUAL ORIFICE VENTURI VACUUM DRAWBACK ASSEMBLIES HAVING AIR BREATHER CHECK VALVE	UNIVERSAL FLOW MONITORS, INC.	Expired


Foreign Patents:

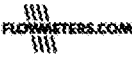
Country	App. No.	Pub. No.	Filing Date	Title	Owner of Record	Status
EP	1997943456	0876588	09/23/1997	FLOWMETER	THE ROSAEN COMPANY	Expired
DE	69737681	69737681	09/23/1997	FLOWMETER	THE ROSAEN COMPANY	Expired

Foreign Patent Applications:

Country	App. No.	Pub. No.	Filing Date	Title	Owner of Record	Status
CA	2993542	2993542	01-31-2018	VENTURI VACUUM DRAWBACK ASSEMBLIES AND DUAL ORIFICE VENTURI VALVE ASSEMBLIES	UNIVERSAL FLOW MONITORS, INC.	Published
CA	3101394	3101394	12-02-2020	SYSTEMS AND METHODS FOR AN INLINE FLOW METER ASSEMBLY	UNIVERSAL FLOW MONITORS, INC.	Published
CA	3113357	3113357	03-26-2021	VENTURI VACUUM DRAWBACK ASSEMBLIES AND DUAL ORIFICE VENTURI VALVE ASSEMBLIES	UNIVERSAL FLOW MONITORS, INC.	Published
WO	PCT/US1997/016879	1998022782	09-23-1997	FLOWMETER	THE ROSAEN COMPANY	Expired

Trademark:

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
DELTAPOINT	RN: 2974542 SN: 78371451	February 20, 2004	July 19, 2005	U.S.	Rocon, L.L.C.	Registered
FLOWSTREAM	RN: 4112204 AN: 1996-018889	February 26, 1996	February 6, 1998	Japan	Universal Flow Monitors, Inc.	Registered
	RN: TMA315119 AN: 0473781	August 10, 1981	June 13, 1986	Canada	Universal Flow Monitors, Inc.	Registered
INSITE INSIGHT and Design	RN: TMA321628 AN: 0527077	August 20, 1984	December 12, 1986	Canada	Universal Flow Monitors, Inc.	Registered
UFI and Design	RN: TMA254903 AN: 0430592	October 4, 1978	January 16, 1981	Canada	Universal Flow Monitors, Inc.	Registered
UNIVERSAL	RN: TMA259288 AN: 0449546	February 1, 1980	May 29, 1981	Canada	Universal Flow Monitors, Inc.	Registered
FLOWSTREAM	RN: 4112204 AN: 1996-			Japan	Universal Flow Monitors, Inc.	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
	018889					
UNIVERSAL	RN: 386446 AN: M88211	May 31, 1990	November 14, 1990	Mexico	Universal Flow Monitors, Inc.	Registered
UNIVERSAL	RN: 386446 AN: M88211			Sweden	Universal Flow Monitors, Inc.	Registered
COOLPOINT	RN: 2789560 SN: 76399005	April 23, 2002	December 2, 2003	U.S.	Universal Flow Monitors, Inc.	Registered
	RN: 3227356 SN: 78838816	March 16, 2006	April 10, 2007	U.S.	Universal Flow Monitors, Inc.	Registered
FLOWSTREAM	RN: 2124700 SN: 74719987	August 24, 1995	December 30, 1997	U.S.	Universal Flow Monitors, Inc.	Registered
INSITE and Design	RN: 4059861 SN: 85299155	April 19, 2011	November 22, 2011	U.S.	Universal Flow Monitors, Inc.	Registered
UFM (Stylized)	RN: 1344133 SN: 73511563	December 3, 1984	June 25, 1985	U.S.	Universal Flow Monitors, Inc.	Registered
UNIVERSAL	RN: 1203407 SN: 73173024	June 5, 1978	August 3, 1982	U.S.	Universal Flow Monitors, Inc.	Registered
FLOW DOCTOR	SN: 78515780	November 12, 2004		U.S.	Flowmeters.Com LLC	Cancelled
	RN: 2995877 SN: 78301512	September 17, 2003	September 13, 2005	U.S.	Flowmeters.Com LLC	Cancelled
DELTAPOINT UNO	RN: 3130864 SN: 78476613	August 31, 2004	August 15, 2006	U.S.	Rocon, L.L.C.	Cancelled
	RN: 1276597 AN: 706287	June 20, 1984		France	Universal Flow Monitors, Inc.	Cancelled
UNIVERSAL	RN: 1274378 AN: 704276	May 30, 1984		France	Universal Flow Monitors, Inc.	Cancelled

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
FLOWPOINT	RN: DE39608279 AN: 39608279.3	February 22, 1996	September 11, 1996	Germany	Universal Flow Monitors, Inc.	Cancelled
FLOWSTREAM	RN: DE39608280 AN: 39608280.7	February 22, 1996	May 24, 1996	Germany	Universal Flow Monitors, Inc.	Cancelled
FLOWPOINT	RN: 4153784 AN: 1996- 018888	February 26, 1996	June 5, 1998	Japan	Universal Flow Monitors, Inc.	Cancelled
	AN: 811728340	October 4, 1984	March 25, 1986	Brazil	Universal Flow Monitors, Inc.	Cancelled
INSITE and Design	AN: 811709140	September 19, 1984	March 4, 1986	Brazil	Universal Flow Monitors, Inc.	Cancelled
43210 and Design	SN: 78301395	September 17, 2003		U.S.	Universal Flow Monitors, Inc.	Cancelled
CALPOINT	RN: 3016178 SN: 78300812	September 16, 2003	November 15, 2005	U.S.	Universal Flow Monitors, Inc.	Cancelled
FLOWPOINT	SN: 74719986	August 24, 1995		U.S.	Universal Flow Monitors, Inc.	Cancelled
MENSAH	RN: 2008881 SN: 74517837	April 28, 1994	October 15, 1996	U.S.	Universal Flow Monitors, Inc.	Cancelled
	RN: 1124666 SN: 73168471	May 1, 1978	September 4, 1979	U.S.	Universal Flow Monitors, Inc.	Cancelled
UNIVERSAL	AN: 0430593	October 4, 1978		Canada	Universal Flow Monitors, Inc.	Cancelled

Copyrights:

Title	Reg. No.	Reg. Date	Owner of Record
Flowmeters	TXu001061445	2002-09-27	Universal Flow Monitors, Inc.

Domain Names:

flowmeters.com
 flowmeter.com
 flowmeter.com
 flowmeters.com
 roconllc.com
 universalflow.com
 universalflowmonitors.com
 watercontrolvalve.com
 universalflow.com
 universalflowmeters.com
 universalflowmonitors.com
 flowmeter.cn.com
 flowmeters.cn.com
 flowmeter.cn.com
 flowmeters.cn.com
 flowmeter.cn.com
 flowmeters.cn.com
 watercontrolvalve.com
 flowmeter.xyz
 flowmeter.xyz
 roconllc.com
 flowmeters.cn
 flowmeters.cn
 flowtera.com
 flowtera.com
 durchflussmesser.com
 durchflusswaechter.com
 durchflussmesser.com
 flussimetro.com

Other IP:

Certain magnetic digital transmitter technology, as more specifically described on Exhibit A of that certain Magnetic Digital Transmitter License Agreement by and between Universal Flow Monitors, Inc. and The Rosaen Company effective August 1, 2010.

(ii)

None