

RE 05-29-1998

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



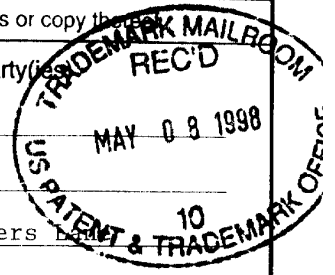
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To the Honorable Commissioner of Patents and Trademarks. Please refer to attached original documents or copy them.



Name of conveying party(ies):

Aquanot, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Zoeller Co.

Internal Address:

Street Address: 3280 Old Millers

City: Louisville State: KY ZIP: 40256-0347

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Kentucky
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 16, 1998

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

A. Trademark Application No.(s)

74/266,425 (Flood Alert)

75/274,892 (Safeguard)

B. Trademark Registration No.(s)

1,582,437 (Ad-A-Sump)

1,685,735 (Weatherguard)

Additional numbers attached?  Yes  No

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

Name: Scott R. Cox

Internal Address:

LYNCH, COX, GILMAN & MAHAN, P.S.C.

Street Address:

462 South 4th Avenue, Suite 500

City: Louisville State: KY ZIP: 40202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3420

(Attach duplicate copy of this page if paying by deposit account)

05/28/1998 DC0ATES 00000059 74266425

DO NOT USE THIS SPACE

01 EC:481 40.00 DP

02 EC:482 75.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott R. Cox  
Name of Person Signing

*[Signature]*  
Signature

5/6/98  
Date

Total number of pages including cover sheet, attachments, and document: 7

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is made as of JANUARY 16, 1978 (the "Effective Date") between Aquanot, Ltd., an Illinois corporation ("Assignor") and Zoeller Co., a Kentucky corporation ("Assignee").

**RECITALS**

A. Certificates of Registration from the United States Patent and Trademark office ("PTO") have been issued to Assignor and are currently in full force and effect for the trademarks listed on Exhibit A-1 attached hereto ("Registered Trademarks").

B. Assignor is also the owner of the trademarks listed on Exhibit A-2 which are pending for registration before the PTO (the "U.S. Pending Trademarks").

C. Whereas the Registered Trademarks and the U.S. Pending Trademarks comprise the trademarks to be transferred from Assignor to Assignee pursuant to the terms of an asset purchase agreement of even date between Assignor, as seller, and Assignee, as buyer.

**CLAUSES**

1. **Consideration.** In consideration of the Recitals, which are incorporated into and made an integral part of this Trademark Assignment, and for other good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor hereby assigns, transfers and sells the Trademarks to Assignee.

2. **Grant of Rights to Trademarks.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and

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to the Trademark Registrations and the U.S. Pending Trademarks (hereinafter collectively "the Trademarks"): (i) the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the PTO; and (iii) all goodwill of the Assignor associated with the Trademarks.

3. **Further Instruments.** Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademarks as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.

4. **No Retained Rights.** Assignor's assignment of the trademarks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitutes the sole and exclusive property of Assignee.

5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. **Notices.** All notices concerning this Assignment shall be given in writing, as follows: (i) by actual delivery of the notice

into the hands of the party entitled to receive it, in which case notice shall be deemed given when delivered; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed given four (4) days from the date of its mailing; (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given on the date next succeeding the date of its transmission; or (iv) by Facsimile or other telephonic or fibre optic transmission of written characters resulting in hard copy being received by the notified party, in which case the notice shall be deemed given as of the date sent. All notices which concern this Assignment shall be addressed as follows:

To Assignor:

Aquanot, Ltd.  
3680 Commercial Avenue  
Northbrook, IL 60062

Fax: (847)559-9847

To Assignee:

Zoeller Co.  
3649 Cane Run Road  
Louisville, KY

Fax (502)774-3624

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

8. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

9. **Applicable Law.** The laws of the State of Illinois shall govern all aspects of this Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country, and without reference to or inclusion or application of the United Nations Convention on Contracts for the International Sale of Goods, said Convention being expressly excluded in its entirety. The parties shall submit all disputes which arise under this Assignment to state or federal courts located in Chicago, Illinois for resolution. The parties acknowledge the aforesaid courts shall have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Assignment shall be valid if made in accordance with the notice provisions set forth in Section 6 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

10. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

11. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure of delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

ASSIGNOR:

ASSIGNEE:

AQUANOT, LTD.

ZOELLER CO.

By: Richard L. Marcus  
Its: President

By: John Apella  
Its: Exec Vice President

Subscribed and Sworn to before  
me this 16<sup>th</sup> day of January, 1998

Subscribed and Sworn to before  
me this 16 day of January, 1998

Frances Copeland  
Notary Public

Frances Copeland  
Notary Public

My Commission expires:

My Commission expires:

3/24/98

3/24/98

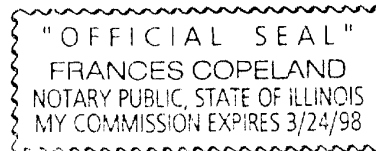
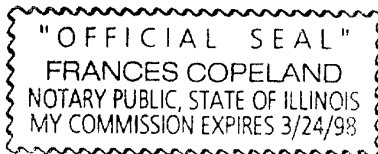


EXHIBIT A-1  
REGISTERED TRADEMARKS

Country	Trademark	Registration No.	Issue Date
US	AD-A-SUMP	1582437	2 13 90
US	WEATHERGUARD	1685735	5 05 92

EXHIBIT A-2  
TRADEMARK APPLICATIONS

Country	Trademark	Class	Serial No.	Filing Date
US	FLOODALERT	7	740266425	3 31 97
US	WEATHERGUARD	7	750266650	3 31 97
US	SAFEGUARD	7	750274892	4 15 97
US	MISCELLANEOUS PRODUCT CONFIGURATION	7	750266426	3 31 97

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RECORDED: 05/08/1998

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