

07-19-2001

Attorney Docket No. MRPM.62351

FORM PTO-1594

7.12.01

U.S. DEPT. OF COMMERCE  
PATENT AND TRADEMARK OFFICE

To The Honorable Commissioner of P.

101782519

and original documents or copy thereof.

1. Name of conveying party(ies):  
The Marley-Wylain Company

☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation--State of Delaware  
☐ Other:

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

3. Nature of Conveyance:

☐ Assignment                      ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: General Assignment and Bill of Sale

Execution Date: 09/01/1987

2. Name and address of receiving party(ies):

Name: The Marley Company

Internal Address:

Street Address: 500 E. 59th Street

City: Davenport State: IA Zip: 52807

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation--State of Delaware  
☐ 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

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

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,155,361

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard R. Johnson

Internal Address: Shook, Hardy & Bacon L.L.P.  
One Kansas City Place

Street Address: 1200 Main Street

City: Kansas City

State: Missouri

Zip: 64105-2118

6. Total number of applications and registrations involved ..... 1

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

☒ Enclosed☒ Authorized to be charged to deposit account any deficiencies.

8. Deposit Account No.: 19-2112

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

DO NOT USE THIS SPACE

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.

Richard R. Johnson, Reg. No. 27,452

Name of person signing

Signature

Date

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

07/18/2001 DBYRNE 00000056 1155361 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

01 FC:481

40.00 DP

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE dated this 1st day of September 1987, from The Marley-Wylain Company, a Delaware corporation (hereinafter referred to as the "Assignor") to The Marley Company, a Delaware corporation (hereinafter referred to as the "Assignee").

## WITNESSETH:

1. Assignment and Conveyance of Assets of Assignor Located in the United States.

In consideration of the assumption of certain liabilities and obligations of the Assignor by the Assignee, as evidenced by that certain Assumption of Liabilities dated September 1, 1987, executed by the Assignee, and as part of a transaction which constitutes a liquidation for tax purposes under Section 332 of the Internal Revenue Code of 1954, as amended, the Assignor does hereby give, grant, bargain, sell, transfer, set-over, assign, convey, release, confirm and deliver to Assignee, to the extent that the same have not been conveyed, assigned and transferred effectively by separate instruments or by manual delivery, all of the properties (tangible and intangible), assets and rights of the Assignor, including, without implying limitation thereto, the following properties, assets and rights, but excluding those properties, assets and rights set forth in Section 2 hereof:

(a) All of the assets and properties (tangible and intangible) of the Assignor, both personal and real, of every nature and kind, and wherever situated, including, without implying limitation thereto, any and all buildings, machinery, shop equipment, office furniture, fixtures, and other chattels and physical property of any and every kind, nature and description, whether the same be used or intended to be used in connection with the business and operations of the Assignor or otherwise and whether in the possession of the Assignor or in transit or in the possession of any other person, firm or corporation;

(b) All materials, inventories, work in process, supplies, construction and transportation equipment, automobiles, trucks and vehicles;

(c) All patents, inventions, processes, formulae, discoveries and improvements, whether patentable or not, and all rights, interests and claims in, to or under any thereof, including patent applications pending and inventions in progress;

(d) All trademarks, trademark applications, trade names, trademark licenses, trade secrets, trade labels, and other trade rights whether or not registered;

(e) All causes of action for the infringement of trademarks, trade names, trade labels, trade secrets, patents and other trade rights;

(f) Customer lists, prepaid taxes, deferred charges, unexpired insurance, contracts, orders, leases and leasehold interests, tenancies, easements and rights in any and all choses in action, claims and demands of whatsoever nature;

(g) All books of account, customer records, personnel records and information, accounting and engineering studies, records and data, and correspondence relating to the business, properties and operations of the Assignor transferred hereby and necessary for Assignee's future operations, except the corporate minute books and stock books and such other books and records as pertain solely to the internal corporate affairs of the Assignor;

(h) All deposits in bank accounts;

(i) The entire investment in and stock ownership of all corporate entities owned or held by the Assignor;

to have and to hold the said property, assets and rights unto the Assignee, its successors and assigns, forever.

2. Assets Not transferred.

Expressly excepted from the assets transferred from the Assignor to the Assignee hereunder are the following:

(a) All of Assignor's rights and choses in action of every kind and description under the following contracts:

(i) Purchase Agreement dated April 24, 1981 among Resource Acquisition Corp., Friedrich Acquisition Corporation and the Assignor;

(ii) Agreement of Purchase and Sale dated January 22, 1982 among U.S. Industries, Inc. and the Assignor;

(iii) Agreement of Sale dated July 15, 1986 among Assignor and Emerson Electric Co.;

(iv) Agreement of Sale dated May 22, 1986 among Assignor and Square D Company;

(v) Asset Purchase Agreement dated September 2, 1986 among SnyderGeneral Corporation and the Assignor;

(vi) Asset Purchase Agreement dated May 29, 1984 among Sta-Rite Industries, Inc., Filtersoft (1973) Limited, Marley Canadian, Inc. and the Assignor;

(vii) Asset Purchase Agreement dated \_\_\_\_\_ among Assignor, Simer Pump Company and certain Simer shareholders.

(b) All of Assignor's rights and choses of action under policies of insurance covering periods prior to November 1, 1981 wherein the "named insured" included Assignor (or its predecessors in interest), but did not include the Assignee.

(c) Anything in this Instrument to the contrary notwithstanding, this Instrument shall not constitute an agreement to assign any claim, contract, agreement, license, lease, commitment, sales order, purchase order or any claim or right, or any benefit arising thereunder or resulting

therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way adversely affect the rights of Assignee or Assignor thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Assignor thereunder so that Assignee would not in fact receive all such rights, Assignor shall use its best efforts to cooperate with Assignee in any arrangement designed to provide for the benefits under any such claims, contracts, agreements, licenses, leases, commitments, sales orders or purchase orders, and including, without limitation, enforcement for the benefit of Assignee of any third party thereto arising out of the breach or cancellation by such third party or otherwise.

3. Effective Time of Transfer.

This General Assignment and Bill of Sale shall be effective, and all right, title and interest in and to all the properties, assets and rights transferred hereunder shall pass to the Assignee as of the commencement of business on September 1, 1987.


4. Parties and Interest.

Where the context permits, reference to the Assignee shall include its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this General Assignment and Bill of Sale to be executed and its corporate seal to be hereto affixed and attested by its secretary as of the commencement of business on the date first above written.

THE MARLEY-WYLAIN COMPANY

[CORPORATE SEAL]

By   
R. J. Dineen, President

ATTEST:

  
R. F. Wrobel, Secretary