

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penberthy, Inc.		02/11/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Tyco Flow Services AG
Street Address:	Bahnhofstrasse 29
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	CH-8200
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	754438	PENBERTHY

CORRESPONDENCE DATA	
Fax Number:	(603)773-9469
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	603-773-9435
Email:	msmith@tycoeps.com
Correspondent Name:	Montgomery W. Smith
Address Line 1:	Seven Holland Way
Address Line 2:	Law Department
Address Line 4:	Exeter, NEW HAMPSHIRE 03833

ATTORNEY DOCKET NUMBER:	08917:E
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DOMESTIC REPRESENTATIVE	
Name:	Montgomery W. Smith
Address Line 1:	Seven Holland Way
Address Line 4:	Exeter, NEW HAMPSHIRE 03833

CH \$40.00 754438

NAME OF SUBMITTER:

Montgomery W. Smith

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Penberthy, Inc., a Delaware corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans associated with any products or embodying associated goodwill of the business of ASSIGNOR related to such products, whether or not registered, and any applications or registrations therefore, and any associated goodwill incident thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), including the right to use such TRADEMARKS in regard to products and services in classes not yet utilized but relating to the business of ASSIGNOR, specifically including without limitation, the registrations and applications for registration of the trademarks identified in the Schedule attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to Tyco Flow Services AG, a Swiss corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective February 11, 2000 for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said TRADEMARKS along with any goodwill associated therewith, including the right to seek and obtain for ASSIGNEE's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all papers or instruments required to maintain and enforce said TRADEMARKS that may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed on the dates set forth below.

**ASSIGNOR: PENBERTHY, INC.**

Date: February <sup>11</sup>~~9~~, 2000

By: 

Title: VP and CFO

**ASSIGNEE: TYCO FLOW SERVICES AG**

Date: February <sup>11</sup>~~9~~, 2000

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed on the dates set forth below.

**ASSIGNOR: PENBERTHY, INC.**

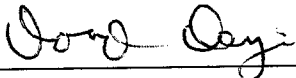
Date: February 9, 2000

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE: TYCO FLOW SERVICES AG**

Date: February 9, 2000

By: 

Douglas E. Denninger

Title: Chief Executive Officer

## SCHEDULE TO TRADEMARK ASSIGNMENT

*See Attachment.*

Tuesday, October 19, 1999

Trademark List

Page: 31

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
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PENBERTHY & Design	PENBE RL EH	EH	3072510024BH	Registered	832219	832219	20 Mar-2007	
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Country: United Kingdom

Owner: Penberthy Houdaille, Inc.

Agent: THOM Thompson, W.P. & Co.

Classes: 7

Goods: Ejectors, injectors, cellar drainers, pumps, regulators and valves, all being parts of machines for use in the plumbing and steam fitting

Remarks:

PENBERTHY & Design  
Country: United States of America

PENBE RL EH	EH		3072510024B	B Registered	*	754438	13-Aug-2003	
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Owner: Penberthy, Inc

Classes: 13, 23, 26

Remarks: \*Appln. Nos. 138279, 138280 and 138281

Goods: HARDWARE AND PLUMBING AND STEAM-FITTING SUPPLIES--NAMELY, VALVES OF THE FOLLOWING TYPES: INSTRUMENT, BLEED, GAGE, DRAIN, TRY, RELIEF AND

PENBERTHY (Stylized)

Country: Benclux

PENBE RL EH	EH		3072510024DA	Registered	569561	088649	09-Dec-2006	
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Owner: STANW

Agent: ARNL

Classes: 7

Remarks: Renewal due 12/09/2006

Goods: Injectors, namely devices which employ the venturi principles whereby a stream of high pressure, high velocity, motive fluid induces a low pressure secondary fluid into this stream to admix with the motive fluid

TRADEMARK