# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 12/31/2008 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Shurflo, LLC | | 12/29/2008 | LIMITED LIABILITY COMPANY: WISCONSIN |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Sta-Rite Industries, LLC |
| Street Address: | 293 Wright Street |
| City: | Delavan |
| State/Country: | WISCONSIN |
| Postal Code: | 53115 |
| Entity Type: | LIMITED LIABILITY COMPANY: WISCONSIN |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2762778 | MASTER TAP |

CH $40.00 2762778

CORRESPONDENCE DATA

Fax Number: (330)376-4577
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 330-376-2700
Email: TLink@ralaw.com
Correspondent Name: Terrence H. Link II
Address Line 1: 222 S. Main St.
Address Line 2: Roetzel & Andress
Address Line 4: Akron, OHIO 44308

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 067920.1506 |
| NAME OF SUBMITTER: | Terrence H. Link II |

| | |
|---|---|
| Signature: | /thl/ |
| Date: | 09/08/2009 |

**Total Attachments: 6**
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RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

Sec. 179.77, 180.1105, 181.1105, and 183.1204 Wis. Stats.

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State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

# ARTICLES OF MERGER

**1. Non-Surviving Parties to the Merger:**

| Company Name: HYPRO, LLC | | |
|---|---|---|
| Indicate (X) Entity Type | ☐ Limited Partnership (Ch. 179, Wis. Stats.)<br>☐ Business Corporation (Ch. 180, Wis. Stats.) See **Exception** below<br>☐ Nonstock Corporation (Ch. 181, Wis. Stats.)<br>☒ Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of<br>DELAWARE<br>(state or country) |

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☐ **Yes** ☒ **No**

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

| Company Name: SHURFLO, LLC | | |
|---|---|---|
| Indicate (X) Entity Type | ☐ Limited Partnership (Ch. 179, Wis. Stats.)<br>☐ Business Corporation (Ch. 180, Wis. Stats.) See **Exception** below<br>☐ Nonstock Corporation (Ch. 181, Wis. Stats.)<br>☒ Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of<br>CALIFORNIA<br>(state or country) |

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☐ **Yes** ☒ **No**

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

**2. Surviving Entity:**

| Company Name: STA-RITE INDUSTRIES, LLC | | |
|---|---|---|
| Indicate (X) Entity Type | ☐ Limited Partnership (Ch. 179, Wis. Stats.)<br>☐ Business Corporation (Ch. 180, Wis. Stats.) See **Exception** below<br>☐ Nonstock Corporation (Ch. 181, Wis. Stats.)<br>☒ Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of<br>WISCONSIN<br>(state or country) |

**EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.**

**FILING FEE - $150.00**

STATE OF WISCONSIN
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DEPARTMENT OF
FINANCIAL INSTITUTIONS



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REEL: 004057 FRAME: 0519

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

☒ The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

☐ The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign **nonstock** corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

☐ The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

☐ The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

| Membership Class | Number of Memberships Outstanding | Number of Votes Entitled to be Cast | For | Against |
|---|---|---|---|---|
| | | | | |
| | | | | |

(Append or attach the **PLAN OF MERGER**, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on 12/31/08 (date) at _____ (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on 12/29/08 (date) by the surviving entity on behalf of all parties to the merger.

(Signature)

Aaron Gunderson, Attorney in Fact
(Printed Name)

Mark (X) below the title of the person executing the document.

For a **limited partnership**
Title: ☐ General Partner

For a **limited liability company**
Title: ☐ Member OR ☒ Manager

**For a corporation**
Title: ☐ President OR ☐ Secretary
or other officer title _____

This document was drafted by: Aaron Gunderson
(Name the individual who drafted the document)

STATE OF WISCONSIN FILED JAN - 2 2009 DEPARTMENT OF FINANCIAL INSTITUTIONS



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REEL: 004057 FRAME: 0520

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as December 31, 2008, by and among PENTAIR WATER GROUP, INC. (the "Corporation"), a corporation organized and existing under the Delaware General Corporate Law, for the purpose of effecting the merger of HYPRO, LLC, a Delaware limited liability company ("HYPRO), and SHURFLO, LLC a California limited liability company ("SHURFLO"), and collectively referred to as the "Merging Subsidiaries"), with and into STA-RITE INDUSTRIES, LLC a Wisconsin limited liability company (the "Surviving Entity"). The Corporation is the sole shareholder of the Merging Subsidiaries and the Surviving Entity.

1. The Parties. The Merging Subsidiaries will merge into the Surviving Entity on the Effective Date (hereinafter defined). The Surviving Entity is organized under the laws of the Wisconsin.

2. Terms and Conditions of the Merger. The Surviving Entity will not make any amendments to its Articles of Incorporation in connection with the merger other than to file the Articles of Merger in the form attached hereto as Exhibit A with the Wisconsin Department of Financial Institutions and any other Secretary or Department of States which so requires.

3. Conversion of Stock. All outstanding shares of stock of the Merging Subsidiaries will automatically be cancelled on the Effective Date.

4. Name of Surviving Entity. The name of the Surviving Entity and its identity, existence, powers, objects, rights and immunities shall be unaffected and unimpaired by the Merger.

5. Purpose of the Surviving Entity. The purpose of the Surviving Entity shall be amended to augment the definition of the term "Property" to include any property owned, controlled, or otherwise held by the Merging Subsidiaries.

6. Termination of Existence. On the Effective Date, the separate existence and organization of the Merging Subsidiaries shall cease.

7. Transfer of Assets and Delivery of Deeds and Instruments. On the Effective Date, i) all rights, privileges and powers, held by the Merging Subsidiaries, (ii) all property, real, personal and mixed, owned by the Merging Subsidiaries, (iii) all debts due to the Merging Subsidiaries, and (iv) all other things in action belonging to the Merging Subsidiaries shall, by operation of law, be taken and deemed to be vested in and possessed by the Surviving Entity. From time to time as and when requested by the Surviving Entity or by its successors or assigns, the Merging Subsidiaries shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Entity may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Entity title to and possession of all the property, rights, privileges, and powers of the Merging Subsidiaries and otherwise to carry out the intent and purposes of this Plan of Merger. The Surviving Entity will, at its sole cost and expense, record the applicable Articles of Merger among the land records of the jurisdiction where any such real property owned by the Merging Subsidiaries is located, if any.

8. Assumption of Debts and Obligations. The Surviving Entity shall assume, and as of the Effective Date does assume, all the liabilities and obligations of the Merging Subsidiaries, including without limitation any tax liabilities or obligations arising out of or with respect to the corporate existence or privileges granted to or property owned or operations carried on by the Merging Subsidiaries prior to the merger. The Surviving Entity shall be responsible for said liabilities and obligations in the same manner as if the Surviving Entity itself had incurred such liabilities and obligations.

9. Consent to Service of Process. The Surviving Entity hereby consents to be sued and served with process in the State of Wisconsin on behalf of any of the Merging Subsidiaries by service upon the Surviving Entity's registered agent at its registered office in the State of Wisconsin

10. Expenses of Merger. The Surviving Entity shall pay all expenses of carrying this Plan of Merger into effect and of accomplishing the merger.

11. Applicable Law. The merger of the parties is made pursuant to the laws of the State of Wisconsin.

12. Effective Date: The merger shall become effective on December 31, 2008 with the Wisconsin Department of Financial Institutions (the "Effective Date").

IN WITNESS WHEREOF, the undersigned hereby acknowledges and agrees to this AGREEMENT AND PLAN OF MERGER.

PENTAIR WATER GROUP, INC.
By: Angela Lageson
Name: Angela Lageson
Title: Assistant Secretary
Date: December 29, 2009

STA-RITE INDUSTRIES, LLC
By: Angela Lageson
Name: Angela Lageson
Title: Assistant Secretary
Date: December 29, 2009

HYPRO, LLC
By: Angela Lageson
Name: Angela Lageson
Title: Assistant Secretary
Date: December 29, 2009

SHURFLO, LLC.
By: Angela Lageson
Name: Angela Lageson
Title: Assistant Secretary
Date: December 29, 2009

**EXHIBIT A**

**ARTICLES OF MERGER**
**OF**
**HYPRO, LLC**
**(a Delaware limited liability company)**

**SHURFLO, LLC**
**(a California limited liability company)**

**Into**

**STA-RITE INDUSTRIES, LLC**
**(a Wisconsin limited liability company)**

Pursuant to the provisions of Section 141 of the Delaware General Corporate Laws Pentair Water Group, Inc. a Delaware corporation (the "Corporation") hereby adopts the following Articles of Merger, for the purposes of effecting the merger of its three wholly-owned subsidiaries,

1. The Corporation owns 100% of the outstanding shares of the capital stock of Hypro, Shurflo and Sta-Rite.

2. The name, state of formation and type of organization of each constituent organization that are parties to the merger are as follows:

Hypro, LLC, a Delaware limited liability company
Shurflo, LLC, a California limited liability company
Sta-Rite Industries, LLC, a Wisconsin limited liability company

3. The Corporation, by the following resolutions of its Board of Directors duly adopted on the 26th day of December, 2008, determined to merge Hypro and Shurflo with and into Sta-Rite, with Sta-Rite as the Surviving Entity, on the conditions set forth in such resolutions:

**RECITALS**

Pentair Water Group, Inc. is the sole shareholder of each of the following: (1) Hypro, LLC, a Delaware limited liability company ("Hypro"), (2) SHURflo, LLC, a California limited liability company ("SHURflo"), and (3) Sta-Rite Industries, LLC, a Wisconsin limited liability company ("Sta-Rite").

**RESOLUTIONS**

**RESOLVED,** that the Board of Directors (the "Board") considers it to be desirable and in the best interests of the Corporation and its stockholder that Hypro and SHURflo merge with and into the Sta-Rite (the "Merger") and that the Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, is approved and adopted and all obligations thereunder shall be fulfilled;

**FURTHER RESOLVED,** that as a result of the Merger, the separate corporate existence of Hypro and SHURflo will cease and Sta-Rite will continue as the surviving corporation.

**FURTHER RESOLVED,** that the appropriate officers of the Corporation are hereby authorized and directed, for and on behalf and in the name of the Corporation, to do and perform any and all further things and acts, and to execute and deliver any and all further instruments, certificates and documents which they shall determine to be necessary, appropriate or desirable in order to effectuate the purpose and intent of the foregoing resolutions.

**FURTHER RESOLVED,** that all actions heretofore taken by an officer or director of the Corporation in connection with the transactions contemplated by the Agreement and Plan of Merger referred to in the preceding resolutions are hereby ratified, confirmed and approved in all respects.

4. No amendments to the Articles of Incorporation of the Corporation are being effected pursuant to the merger or as a result of the effectiveness of the merger.

IN WITNESS WHEREOF, PENTAIR WATER GROUP, INC. has caused these Articles of Merger to be executed by a duly authorized officer as of this 29th day of December, 2008.

PENTAIR WATER GROUP, INC.

By: _____
Name: Angela Lageson
Title: Assistant Secretary
Date: December 29, 2009