

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flint & Walling, Inc.		02/22/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Zoeller Pump Company, LLC		
Street Address:	3649 Cane Run Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40211		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2361709	PATRIOT	
CORRESPONDENCE DATA			
Fax Number:	(502)589-4994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5025894215		
Email:	scox@lcgandm.com		
Correspondent Name:	Scott R. Cox		
Address Line 1:	500 W. Jefferson St.		
Address Line 2:	Suite 2100		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	T-526		
NAME OF SUBMITTER:	Scott R. Cox		
Signature:	/Scott R. Cox/		
Date:	04/22/2010		

OP \$40.00 2361709

Total Attachments: 2
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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") dated as of the 22nd day of February, 2010, is made and entered into by and between FLINT & WALLING, INC., an Indiana corporation with a business address of 95 N. Oak Street, Kendallville, Indiana 46755, and ZOELLER PUMP COMPANY, LLC, a Kentucky limited liability company with a business address of 3649 Cane Run Road, Louisville, Kentucky 40211 ("Assignee").

RECITALS:

A. Assignor had adopted and used in its business the trademark, PATRIOT (the "TRADEMARK").

B. Assignor is currently the owner of U.S. Trademark Registration No. 2,361,709, issued June 27, 2000, for PATRIOT ("Registration").

C. It is Assignor's intention that the TRADEMARK and Registration be assigned to Assignee.

NOW, THEREFORE, in consideration of the terms and conditions of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment do hereby agree as follows:

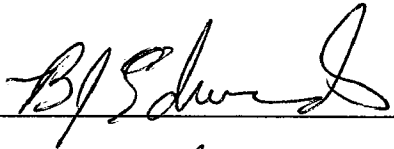
1. Assignment of TRADEMARK and Registration. Assignor does hereby assign, transfer, convey and set over to the Assignee its entire interest in the TRADEMARK and the Registration, together with the goodwill of the business in connection with which such TRADEMARK is used.

2. Acceptance of Assignment. Assignee does hereby accept the assignment made by Assignor.

3. Benefit. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and the successors and assigns of the parties to this Assignment.

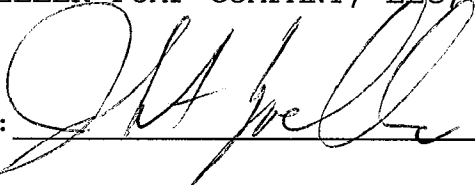
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

FLINT & WALLING, INC., Assignor

By: 

Title: Marketing Manager

ZOELLER PUMP COMPANY, LLC, Assignee

By: 

Title: CEO

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