

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
Valve and Primer Corporation		03/31/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	DeZurik, Inc.		
Street Address:	250 Riverside Avenue North		
City:	Sartell		
State/Country:	MINNESOTA		
Postal Code:	56377		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1881840	APCO WILLAMETTE	
Registration Number:	1878441	WILLAMETTE	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4297		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6126323357		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Jennifer c. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	MATTER 138459 (DEZURIK)		
NAME OF SUBMITTER:	Gwen Spurrier		
Signature:	/gds/		
Date:	04/25/2011		
Total Attachments: 3 source=GPDOCS1-#2961105-v1-#16_Trademark_Assignment#page1.tif source=GPDOCS1-#2961105-v1-#16_Trademark_Assignment#page2.tif source=GPDOCS1-#2961105-v1-#16_Trademark_Assignment#page3.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), between Valve and Primer Corporation, an Illinois corporation located at 1420 S. Wright Blvd. Schaumburg, Illinois 60193 ("Assignor"), and DeZurik, Inc., a Delaware corporation located at 250 Riverside Avenue North, Sartell, Minnesota 56377 ("Company"), is effective as of March 31, 2011.

RECITALS

- A. Assignor is the owner of the trademarks listed on Exhibit A (the "Marks").
B. Assignor assigned the Marks to Company pursuant to the Asset Purchase Agreement between Assignor and Company dated February 11, 2011, under which Company acquired certain assets of Assignor. The parties are executing this Trademark Assignment for recordation with governmental authorities.

ASSIGNMENT

In consideration of the above recitals and the promises set forth in this Assignment, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Assignment inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Assignment as of the date first written above.

Assignor: Valve and Primer Corporation

Company:

Signature: [Signature]
By: Jack I. Mann
Its: CHIEF FINANCIAL OFFICER

Signature: _____
By: _____
Its: _____

STATE OF California
COUNTY OF SAN DIEGO

STATE OF _____
COUNTY OF _____

On this day, personally appeared before me Jack I. Mann to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

On this day, personally appeared before me _____, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 30 day of March, 2011

Witness my hand and official seal hereto affixed this _____ day of _____, _____

Signature: [Signature]

Signature: _____



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The parties have executed this Assignment as of the date first written above.

Assignor:

Signature: _____
By: _____
Its: _____

Company:

Signature: [Signature]
By: Larry Korf
Its: Chief Executive Officer

STATE OF _____
COUNTY OF _____

On this day, personally appeared before me _____, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this _____ day of _____, _____.

Signature: _____

STATE OF Minnesota
COUNTY OF Stearns

On this day, personally appeared before me Larry Korf, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 31 day of March, 2011.

Signature: Mailee P. Johnson

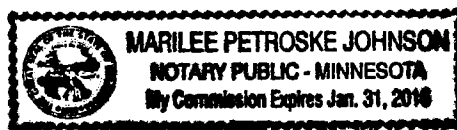


EXHIBIT A**MARKS**

MARK	COUNTRY	App. No.	Reg. No.
APCO WILLAMETTE	US	74496018	1881840
WILLAMETTE	US	74490693	1878441
APCO	Canada	033682400	TMA179959
APCO	Mexico	---	268676
APCO	Argentina	2915151	2375654
APCO	Argentina	2710622	2190939
APCO	France	INPI 306238	N 1691006
APCO	Germany	V 17792	1187557
APCO	United Kingdom	1161630	1161630
APCO	United Kingdom	1161629	1161629
APCO	New Zealand	137944	137944
APCO	New Zealand	137945	137945

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