## 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
S.H. LEGGITT COMPANY		08/03/2011	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	MARSHALL PRODUCTS, INC.	
Street Address:	1000 Civic Center Drive	
City:	San Marcos	
State/Country:	TEXAS	
Postal Code:	78666	
Entity Type:	CORPORATION: TEXAS	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0999375	WATER-MATE
Registration Number:	1474027	MARSHALL BRASS
Registration Number:	1483290	М

#### **CORRESPONDENCE DATA**

**Fax Number**: (616)957-8196

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6169499610

Email: trentz@priceheneveld.com
Correspondent Name: Steven L. Underwood

Address Line 1: PO Box 2567

Address Line 4: Grand Rapids, MICHIGAN 49501

ATTORNEY DOCKET NUMBER: LEG003 A378

NAME OF SUBMITTER: Steven L. Underwood

Signature: /Steven L. Underwood/

REEL: 004600 FRAME: 0604

TRADEMARK

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Date:	08/09/2011		
Total Attachments: 4 source=LEG003A378_Assignment#page1.tif source=LEG003A378_Assignment#page2.tif source=LEG003A378_Assignment#page3.tif source=LEG003A378_Assignment#page4.tif			

TRADEMARK
REEL: 004600 FRAME: 0605

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between S.H. Leggitt Company, a Michigan corporation (the "Assignor"), and Marshall Products, Inc., a Texas corporation (the "Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and the corresponding registrations set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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

#### **ASSIGNOR**

S.H. LEGGITT COMPANY

TRADEMARK
REEL: 004600 FRAME: 0606

Title: President

STATE OF TEXAS

**COUNTY OF HAYS** 

On this 3<sup>rd</sup> day of August, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Don C. Leggitt, Jr., known by me to be the person of the above name and an officer of President - S.H. Leggitt Company, duly authorized to execute this Assignment on behalf of S.H. Leggitt Company, and who signed and executed the foregoing instrument on behalf of S.H. Leggitt Company.

Given under my hand and seal of office this 3<sup>rd</sup> day of August, 2011.

My commission expires: 11/13/2014

Notary Public

**ASSIGNEE** 

MARSHALL PRODUCTS, INC.

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**COUNTY OF HAYS** 

STATE OF TEXAS :

On this 3<sup>rd</sup> day of August, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Don C. Leggitt, Jr., known by me to be the person of the above name and an officer of President – Marshall Products, Inc., duly authorized to execute this Assignment on behalf of Marshall Products, Inc., and who signed and executed the foregoing instrument on behalf of Marshall Products, Inc.

Given under my hand and seal of office this 3rd day of August, 2011.

My commission expires: 11/13/2014

Jon Mark Rose
Notary Public
State of Texas
Commission Expires: 11-13-8914

Notary Public

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# Exhibit 1 Trademarks

APP. SERIAL NO.	REGISTRATION No.	$\mathbf{M}_{ARK}$
72/451,784	999,375	WATER-MATE
73/666,722	1,474,027	MARSHALL BRASS AND DESIGN
73/677,530	1,483,290	MARSHALL GAS LOGO