

03/24/2014



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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2013)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Valterra Products, Inc.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: CA
 Other _____

Citizenship (see guidelines) CA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Valterra Products, LLC

Street Address: 15230 S.F. Mission Blvd., Suite 107

City: Mission Hills

State: CA

Country: USA Zip: 91345

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA
 Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 31, 2013

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____
B. Trademark Registration No. (s) _____
See Item 4 Continuation Sheet

Additional sheet(s) attached? Yes No

C, Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher L. Makay

Internal Address: _____

Street Address: 115 East Travis Street
Suite 1634

City: San Antonio

State: TX Zip: 78205

Phone Number: 210-472-3535

Docket Number: V-0100-01-.07 and .09

Email Address: cmakay@att.net


6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$320.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
Authorized User Name _____

9. Signature:  21 March 2014
Signature _____ Date _____

Christopher L. Makay Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION OF RECORDATION COVERSEET ITEM 4

United States Trademark Registration No. 1,974,911

United States Trademark Registration No. 2,149,281

United States Trademark Registration No. 2,389,520

United States Trademark Registration No. 3,118,763

United States Trademark Registration No. 3,304,891

United States Trademark Registration No. 3,328,019

United States Trademark Registration No. 3,332,911

United States Trademark Registration No. 4,203,959

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 31, 2013 ("Effective Date") by and between Valterra Products, Inc., a California corporation ("Assignor"), and Valterra Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the Effective Date (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all rights, title and interest in and to the trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

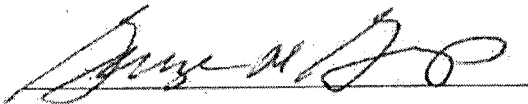
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all necessary and proper affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following (it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns): (1) the preparation and prosecution of any

application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VALTERRA PRODUCTS, INC.



Name: George N. Grengs

Title: President

VALTERRA PRODUCTS, LLC



Name: Dennis G. Lunder

Title: Vice President, Business Development

SCHEDULE A

(Attached.)

Trademarks			
Title	Issue No.	Country	Grant
BLADEX	2,149,281	US	4/7/1998
VALTERRA	1,974,911	US	5/21/1996
EZ COUPLER	3,118,763	US	7/25/2006
RED F02-3103 DESIGN	3,328,019	US	10/30/2007
RED F02-3102 DESIGN	3,332,911	US	11/6/2007
RED F02-3101 DESIGN	3,304,891	US	10/2/2007
VALTERRA & DESIGN	4,203,959	US	9/11/2012
VALTERRA (CL 6)	7,934,551	CHINA	11/21/2011
VALTERRA (CL 9)	7,934,550	CHINA	3/7/2011
VALTERRA (CL 11)	7,934,549	CHINA	12/14/2011
VALTERRA (CL 17)	7,934,548	CHINA	1/7/2011
VALTERRA (CL 19)	7,934,547	CHINA	1/7/2011
VALTERRA (CL 20)	7,934,713	CHINA	3/21/2011
VALTERRA (CL 21)	7,934,712	CHINA	2/7/2011
VALTERRA STYLIZED (CL 6)	7,934,541	CHINA	11/21/2011
VALTERRA STYLIZED (CL 9)	7,934,540	CHINA	10/14/2012
VALTERRA STYLIZED (CL 11)	7,934,546	CHINA	12/14/2011
VALTERRA SYTLIZED (CL 17)	7,934,539	CHINA	1/7/2011
VALTERRA STYLIZED (CL 19)	7,934,538	CHINA	1/7/2011
VALTERRA STYLIZED (CL 20)	7,934,537	CHINA	2/21/2011
VALTERRA STYLIZED (CL 21)	7,934,556	CHINA	2/21/2011
VALTERRA (CL 6,9,11,12,17,19,20,21)	1,486,625	TAIWAN	11/16/2011
BLUE DEVIL STYLIZED (CL 1)	7,934,555	CHINA	PENDING
BLUE DEVIL STYLIZED (CL 9)	7,934,553	CHINA	3/7/2011
BLUE DEVIL STYLIZED (CL 11)	8,833,325	CHINA	PENDING
BLUE DEVIL STYLIZED (CL 21)	7,934,552	CHINA	2/21/2011
BLUE DEVIL STYLIZED (CL 22)	8,833,324	CHINA	2/21/2011
BLUE DEVIL STYLIZED (CL 7)	7,934,554	CHINA	7/28/2011
BLUE DEVIL (CL 1)	7,934,545	CHINA	9/7/2012
BLUE DEVIL (CL 9)	7,934,543	CHINA	3/7/2011
BLUE DEVIL (CL 11)	8,833,327	CHINA	PENDING
BLUE DEVIL (CL 21)	7,934,542	CHINA	2/21/2011
BLUE DEVIL (CL 22)	8,833,326	CHINA	11/28/2011
BLUE DEVIL (CL 7)	7,934,544	CHINA	7/28/2011
VALTERRA	TMA 337,724	CANADA	6/14/1996
VALTERRA (Australia -CL 28)	794903	AUSTRALIA	5/21/2009
VALTERRA (New Zealand-CL 28)	309495	NEW ZEALAND	12/20/1999
BLUE DEVIL STYLIZED (PRC-CL 9)	8,388,247	CHINA	6/27/2021
BLUE DEVIL (PRC-CL 9)	8,388,248	CHINA	6/27/2021
SLUNKY	2,389,520	US	9/26/2000