

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lined Valve Company, Inc.		06/30/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Henry Pratt Company, LLC		
Street Address:	1200 Abernathy Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3954038	L V C	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404 572 4600		
Email:	trademarks@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14353.104002 LVC ASGT		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	08/08/2014		
Total Attachments: 4			
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OP \$40.00 3954038

EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") , dated June 30, 2014 with an effective time of 12:01 a.m. on July 1, 2014, is made by and between Henry Pratt Company, LLC, a Delaware limited liability company ("Company") and Lined Valve Company, Inc., an Oregon corporation ("Assignor"), in connection with that certain Asset Purchase Agreement dated the date hereof, by and among Company, Assignor and each of Jeffrey Bowman, Ron Jermann, Robert Nye and John Bozeat (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in, to and under the registered and unregistered U.S. and non-U.S. servicemarks, trademarks, servicemark and trademark applications, and trade names owned or used by Assignor, including without limitation the servicemarks, trademarks, servicemark and trademark applications, and trade names listed on **Exhibit A** hereto and incorporated herein by reference (all of the foregoing being referred to as the "Trademark Portfolio");

WHEREAS, subject to the Purchase Agreement, Assignee desires to acquire any and all rights, title and interest in, to and under the Trademark Portfolio;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Assignor does hereby assign, transfer, convey, and deliver to Assignee, free and clear of all Encumbrances, all rights, title and interest in, to and under the Trademark Portfolio, including all U.S. rights and non-U.S. rights associated with said Trademark Portfolio, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademark Portfolio, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

FURTHER, Assignor hereby covenants and agrees, at the reasonable request of Assignee, without further consideration, to promptly execute and deliver, or cause to be executed and delivered, to Assignee such assignments, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other reasonable actions to more effectively transfer to and vest in Assignee, and to put Assignee in possession of, the Trademark Portfolio, free and clear of all Encumbrances.

This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Signature Page Follows]

EXECUTION VERSION

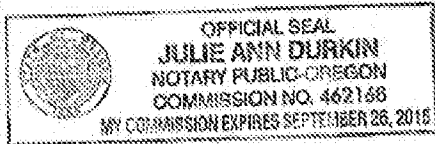
IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first above written.

LINED VALVE COMPANY, INC.

By: [Signature]
Name: J.M. Bowman
Title: PRESIDENT

STATE OF WASHINGTON

Before me, a Notary Public in and for the State of Washington, on this 26 day of June, 2014, personally appeared Jeff Bowman on behalf of Lined Valve Company, Inc., who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires: 9-26-15

EXECUTION VERSION

HENRY PRATT COMPANY, LLC

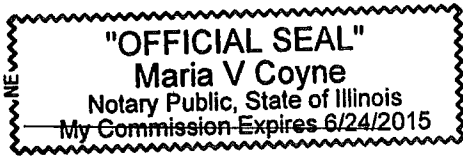
By: [Signature]
Name: Stephen M. Sharp
Title: VP and GM

STATE OF GEORGIA

Before me, a Notary Public in and for the State of ^{ILLINOIS}~~Georgia~~, on this 30th day June, 2014, personally appeared S. M. Sharp on behalf of Henry Pratt Company, LLC, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

[Signature: Maria V Coyne]
NOTARY PUBLIC

(SEAL)



My Commission Expires: 6/24/2015

EXHIBIT A

Trademarks & Service marks

LVC & Design, U.S. Trademark Registration No. 3,954,038 registered May 3, 2011 (mark consists of two separated incomplete rectangles over the letters "LVC" having an open bottomed rectangle under these letters. The letter "V" in "LVC" is larger than the other two letters)