

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337669

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Equarius, Inc.		03/09/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferguson Enterprises, Inc.		
<b>Street Address:</b>	12500 Jefferson Avenue		
<b>City:</b>	Newport News		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23602		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4160665	EQUARIUS WATERWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024704815		
<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>			
<b>Phone:</b>	202-470-4815		
<b>Email:</b>	trademarks@sequeltechlaw.com		
<b>Correspondent Name:</b>	Melise Blakeslee		
<b>Address Line 1:</b>	1000 Potomac Street, NW		
<b>Address Line 2:</b>	Suite 150-A		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Melise R. Blakeslee		
<b>SIGNATURE:</b>	/Melise R. Blakeslee/		
<b>DATE SIGNED:</b>	04/08/2015		
<b>Total Attachments: 5</b>			
source=Trademark Assignment, Equarius, Inc. and Ferguson Enterprises (00033358xC199D)#page1.tif			
source=Trademark Assignment, Equarius, Inc. and Ferguson Enterprises (00033358xC199D)#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on this March 9, 2015 (the "Effective Date") by and between the following parties:

**EQUARIUS, INC.**  
(the "Assignor")

**AND**

**FERGUSON ENTERPRISES, INC.**  
(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment;

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

### 1. ASSIGNMENT

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew 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.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdiction outside the United States to record the transfer of the registration and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and

instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registration for the Trademarks.

## 2. WARRANTY

Assignor warrants the following:

- (a) Assignor is the sole and legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person;
- (b) Assignor has not received any demand, claim, notice or inquiry from any Person in respect of the Trademarks which challenges, threatens to challenge, or inquires as to whether there is any basis to challenge the validity of the rights of Assignor in, or the right of Assignor to use, any such Trademarks, and Assignor knows of no basis for any colorable assertion thereof;
- (c) The Trademarks and their possession, use, or exploitation do not and will not violate the rights of any other Person and no such claim has been made;
- (d) No Person has or is infringing, misappropriating, or making unauthorized use of the Marks;
- (e) Assignor is not subject to any judicial decree, order, judgment, stipulation, or agreement with a third party restricting in any manner the ownership, use, sale, or licensing of the Trademarks;
- (f) The execution and consummation of this Agreement will not violate or breach any agreement to which Assignor is a party, adversely impair or impact Assignee's future enjoyment and exploitation of the Trademarks, or require the consent or approval of any third party; and
- (g) Assignor is not in breach or violation of any agreement relating to any Trademarks which would impair Assignee's rights, title, or interest in the Trademarks in this Agreement.
- (h) The Trademarks have not been and are not now involved in any opposition, any litigation that may challenge the enforceability or validity of the Trademarks and, no such action is threatened with respect to any of the Trademarks.
- (i) There is no potentially interfering trademark or trademark application of any third party.
- (j) No Trademark is infringed or, to Assignor's knowledge, has been challenged or threatened in any way. None of the Trademarks infringes or is alleged to infringe any trade name, trademark, service mark, or any other right of any other Person.
- (k) All products and materials bearing a Trademark bear the proper registration notice where required by law.

[signatures on following page]

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

EQUARIUS, INC.

Assignor:



FERGUSON ENTERPRISES, INC.

Assignee:



State of \_\_\_\_\_

City/County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who has acknowledged and declared to me that he signed, and delivered the above Assignment.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Los Angeles }


On Apr 2, 2015 before me, Dong Guyn Kim Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared \_\_\_\_\_

Eric Brian Tracy  
Name(s) of Signer(s)

DONG GUYN KIM  
 Commission # 1984140  
 Notary Public - California  
 Los Angeles County  
 My Exp. Expires Jul 30, 2016

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


 DONG GUYN KIM  
 Commission # 1984140  
 Notary Public - California  
 Los Angeles County  
 My Exp. Expires Jul 30, 2016

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

[Signature]  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
 OF SIGNER**  
 Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
 OF SIGNER**  
 Top of thumb here

Signer is Representing: \_\_\_\_\_