

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pigeon Point Systems, LLC		07/31/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pentair Technical Products, Inc.		
Street Address:	5500 Wayzata Boulevard		
Internal Address:	Suite 800		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3436047	PIGEON POINT	
Registration Number:	3586955	PIGEON POINT	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<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:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	155030.00002		
NAME OF SUBMITTER:	Marta S. Levine		
SIGNATURE:	/MartaLevine/		
DATE SIGNED:	08/15/2015		
Total Attachments: 4			
source=Trademark Assignment Pigeon Point Systems LLC to Pentair Technical Products Inc#page1.tif			

CH \$65.00 3436047

source=Trademark Assignment Pigeon Point Systems LLC to Pentair Technical Products Inc#page2.tif
source=Trademark Assignment Pigeon Point Systems LLC to Pentair Technical Products Inc#page3.tif
source=Trademark Assignment Pigeon Point Systems LLC to Pentair Technical Products Inc#page4.tif

TRADEMARK ASSIGNMENT

July 31, 2015

WHEREAS, Pigeon Point Systems, LLC, a California limited liability company (“Assignor”), is the owner of those certain trademarks and trademark registrations (the “Marks”) listed on Exhibit A attached hereto.

WHEREAS, Pentair Technical Products, Inc., a Rhode Island corporation (“Assignee”), Assignor and certain other persons have entered into an Asset Purchase Agreement, dated the date hereof (the “Purchase Agreement”), whereby Assignor has agreed to contribute, transfer and deliver to Assignee all of the rights, title, interest and licenses in and to the Marks.

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will assist Assignee in any reasonable manner to perfect Assignee’s right, title and interest in and to the Marks before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Trademark Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Trademark Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. This Trademark Assignment and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

6. This Trademark Assignment is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Trademark Assignment as and to the extent provided in the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

PIGEON POINT SYSTEMS, LLC



Richard P. Vasse, President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005600 FRAME: 0218

EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date
PIGEON POINT	Canada	1410157 10-Sep-08	TMA775667 27-Aug-10
PIGEON POINT	China (Peoples Republic) IR	A0013587 22-Aug-08	
PIGEON POINT	European Community IR	A0013587 22-Aug-08	974994 22-Aug-08
PIGEON POINT	Int'l Registration -- Madrid Protocol Only	A0013587 22-Aug-08	974994 22-Aug-08
PIGEON POINT	Japan IR	A0013587 22-Aug-08	974994 22-Aug-08
PIGEON POINT	Korea, Republic of IR	AA0013587 22-Aug-08	
PIGEON POINT	Russian Federation IR	A0013587 22-Aug-08	
PIGEON POINT	Taiwan	097040290 27-Aug-08	1365643 1-Jun-09
PIGEON POINT	United States of America	77/540965 06-Aug-08	3,586,955 3/10/09
PIGEON POINT	Canada	1410158 10-Sep-08	TMA775666 27-Aug-10
PIGEON POINT	China (Peoples Republic) IR	A0013586 22-Aug-08	
PIGEON POINT	European Community IR	A0013586 22-Aug-08	974825 22-Aug-08
PIGEON POINT	Int'l Registration -- Madrid Protocol Only	A0013586 22-Aug-08	974825 22-Aug-08
PIGEON POINT	Japan IR	A0013586 22-Aug-08	
PIGEON POINT	Korea, Republic of IR	A0013586 22-Aug-08	
PIGEON POINT	Russian Federation IR	A0013586 22-Aug-08	
PIGEON POINT	Taiwan	097040289 27-Aug-08	1365642 June 1, 2009
PIGEON POINT	United States of America	78/881707 11-May-06	3436047 27-May-08

DOCS-#4739987-v2