

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELAWARE CAPITAL FORMATION, INC.		09/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NIBCO INC.		
Street Address:	1516 MIDDLEBURY STREET		
City:	ELKHART		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1807250	SURE SEAL	
CORRESPONDENCE DATA			
Fax Number:	6169578196		
<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:	6169499610		
Email:	ptomail@priceheneveld.com		
Correspondent Name:	MATTHEW J. GIPSON		
Address Line 1:	PO BOX 2567		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	NIB001 A000		
NAME OF SUBMITTER:	Matthew J. Gipson		
SIGNATURE:	/Matthew J. Gipson/		
DATE SIGNED:	10/01/2015		
Total Attachments: 5			
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OP \$40.00 1807250

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of the 30th day of September, 2015, by and between Delaware Capital Formation, Inc., a Delaware corporation, located at 501 Silverside Road, Suite 5, Wilmington, Delaware 19809 (“**Trademark Assignor**”), and NIBCO Inc., an Indiana corporation, located at 1516 Middlebury Street, Elkhart, Indiana 46516 (“**Assignee**”).

Recitals

A. Trademark Assignor is the owner of the trademarks listed on **Schedule A** attached hereto (collectively, the “**Assigned Trademarks**”).

B. Certain affiliates of Trademark Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”) pursuant to which Trademark Assignor is selling certain assets to Assignee, including the Assigned Trademarks.

C. In connection with the Purchase Agreement, Trademark Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, all right, title and interest of Trademark Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trademark Assignor hereby agrees as follows:

1. **Assignment.** Effective as of the date hereof, Trademark Assignor hereby transfers, assigns, conveys and delivers to Assignee, and Assignee accepts, all right, title and interest of Trademark Assignor in and to the Assigned Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for infringement or dilution with respect to the Assigned Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. **Further Assurances.** Trademark Assignor further agrees that, at Assignee’s expense, it shall take such other similar actions as Assignee may reasonably require to effectively assign, convey and transfer to Assignee the Assigned Trademarks.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Trademark Assignor and Assignee.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: Amy E. Ward
Amy E. Ward
President, Treasurer and Assistant Secretary

By: _____
Ivonne M. Cabrera
Vice President and Secretary

NIBCO INC.


By: _____
Name:
Title:



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: _____
Amy E. Ward
President, Treasurer and Assistant Secretary

By:  _____
Ivonne M. Cabrera
Vice President and Secretary

NIBCO INC.

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: _____
Amy E. Ward
President, Treasurer and Assistant Secretary

By: _____
Ivonne M. Cabrera
Vice President and Secretary

NIBCO INC.

By:  _____
Name: Steven E. Malm
Title: President & Chief Operating Officer

SCHEDULE A
Assigned Trademarks

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
WIPO	861576	02-Feb-05	861576	02-Feb-05	SURE SEAL
Venezuela	P315355	18-Apr-12	2009001281	03-Feb-09	Sure Seal
Uruguay	398869	12-Apr-11	398869	23-Dec-08	Sure Seal
United States	1807250	30-Nov-93	74-366853	11-Mar-93	SURE SEAL
Ukraine	861576	02-Feb-05	861576	02-Feb-05	Sure Seal
Sweden			861576	30-Jan-07	Sure Seal
Spain			861576	30-Jan-07	Sure Seal
Slovenia			861576	30-Jan-07	Sure Seal
Slovak Republic			861576	30-Jan-07	Sure Seal
Russian Federation	861576	02-Feb-05	861576	02-Feb-05	Sure Seal
Romania			861576	14-Nov-07	Sure Seal
Poland	861576	02-Feb-05	861576	02-Feb-05	Sure Seal
Peru	00155775	14-Aug-09	381228	05-Feb-09	Sure Seal
Paraguay	336702	23-Aug-10	488702008	30-Dec-08	Sure Seal
Lithuania	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Latvia	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Italy	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
India	1463970	29-Feb-12	1463970	23-Jun-06	Sure Seal
Hungary	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
France	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Finland	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Ecuador	492809	30-Jun-09	210129	03-Feb-09	Sure Seal
Cyprus	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Colombia	385627	18-Aug-09	2009008771	30-Jan-09	Sure Seal
China	861576	02-Feb-05	861576	02-Feb-05	Sure Seal
Chile	857189	07-Aug-09	844249	10-Nov-08	Sure Seal
Canada			17077725	17-Dec-14	SURE SEAL
Bulgaria	861576	30-Jan-07	861576	14-Nov-07	Sure Seal
Brazil			827253621	03-Mar-05	Sure Seal
Bolivia	123067	27-Sep-10	SM0415	05-Feb-09	Sure Seal
Benelux	861576	30-Jan-07	861576	30-Jan-07	Sure Seal
Argentina	2416565	29-Dec-10	2876788	20-Nov-08	Sure Seal