

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mueller International, LLC		09/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	John Maneely Company		
Street Address:	3201 Enterprise Parkway		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3725249	PICOMA	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7659		
Email:	mcorcoran@bakerlaw.com		
Correspondent Name:	Melanie S. Corcoran		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie S. Corcoran		
SIGNATURE:	/msc/		
DATE SIGNED:	10/13/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") dated September 10, 2015 is made and delivered by Mueller International, LLC, a Delaware limited liability company, ("Assignor"), for the benefit of John Maneely Company, a Pennsylvania company ("Assignee"), in connection with that certain Asset Purchase Agreement, dated as of October 16, 2009, by and among Anvil International, L.P. (now known as Anvil International, LLC), a Delaware limited liability company ("Anvil") and Assignee, (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Anvil carried on the Picoma Business and sold Picoma Assets to Assignee pursuant to the Purchase Agreement;

WHEREAS, Anvil entered into a certain Trademark Assignment Agreement dated November 17, 2009, for the benefit of Assignee, (the "Original Assignment"), with the intent to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Mark, as defined below;

WHEREAS, Assignor is the correct record owner of and has all right, title, and interest in and to the registered trademark set forth on Exhibit A hereto, together with the goodwill of the business connection with and symbolized by the Trademark (the "Mark");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark; and

WHEREAS, Assignee desires to acquire all the right, title and interest in and to the Mark from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Mark throughout the world, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, 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 said 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 said Assignor had this Assignment not been made; and

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

FURTHER, this Assignment supersedes and causes all other assignments between the Assignee and any other party regarding the Mark preceding this Assignment to be considered null and void, including the Original Assignment.

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.

[Signature Page Follows]

(14377 v1)[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005644 FRAME: 0680

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

ASSIGNOR:

MUELLER INTERNATIONAL, LLC,
a Delaware limited liability company

By: 

Name: Kristi O. Crawford,
Assistant Secretary

ASSIGNEE:

JOHN MANEELY COMPANY,
a Pennsylvania company

By: 

Name: Michael P. Thompson

Title: Executive Vice President

EXHIBIT A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
PICOMA	United States	3725249