

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goulds Pumps, LLC		04/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ITT Manufacturing Enterprises, LLC		
Street Address:	1105 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0548151	GOULDS	
Registration Number:	2262827	GOULDS	
Registration Number:	2430637	GOULDS	
Registration Number:	2244728	GOULDS PUMPS	
Registration Number:	2542040	GP	
Registration Number:	0744751	GP	
Registration Number:	2484136	GP	
Registration Number:	1930240	PRISM	
Registration Number:	2128672	PRO SERVICE CENTER	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	RatnerPrestia		
Address Line 1:	P.O. Box 980		
Address Line 4:	Valley Forge, PENNSYLVANIA 19482		
NAME OF SUBMITTER:	Rex A. Donnelly		

OP \$240.00 0548151

SIGNATURE:	/RexADonnelly/
DATE SIGNED:	07/11/2016
Total Attachments: 6 source=Goulds Assignment U.S. Marks#page1.tif source=Goulds Assignment U.S. Marks#page2.tif source=Goulds Assignment U.S. Marks#page3.tif source=Goulds Assignment U.S. Marks#page4.tif source=Goulds Assignment U.S. Marks#page5.tif source=Goulds Assignment U.S. Marks#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") effective as of **May, ___ 2016** (the "Effective Date"), is by and between **ITT Manufacturing Enterprises LLC**, a corporation organized under the laws of the State of Delaware having offices at 1105 North Market Street, Wilmington, Delaware 19801 (the "Assignee") and **Goulds Pumps LLC, formerly known as Goulds Pumps Incorporated**, a corporation organized under the laws of the State of Delaware having offices at 240 Fall Street, Seneca Falls NY 13148 ("Assignor");

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of May __, 2016, among **Goulds Pumps LLC and ITT Goulds Pumps Inc.** (the "Asset Purchase Agreement"), Assignor wishes to assign to Assignee the trademarks listed on Schedule A annexed hereto;

WHEREAS, this Assignment is an assignment that must be executed pursuant to Section 2.1(c) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, and for good and valuable consideration, including that recited in the Distribution Agreement, the receipt and adequacy of which is acknowledged by the parties, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, claiming priority or seniority thereon, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the Effective Date (the "Trademarks").

2. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) the representations and warranties contained in the Distribution Agreement are the only representations and warranties made with respect to the Trademarks, and (iv) except as may be set forth in the Distribution Agreement, the Trademarks are being assigned, transferred and conveyed "as is."

3. The right, title and interest in and to each of the Trademarks are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

4. This Agreement shall be effective as between the parties as of the Effective Date. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Assignment, including any filings, fees and expenses required to record,

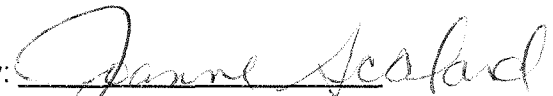
perfect, validate or effectuate this Assignment in the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

6. This Assignment shall be governed and construed in accordance with the laws of the State of New York. This Agreement may be executed in counterparts.

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

Goulds Pumps Inc.

By: 
Name: Joanne Scalard
Title: Vice President & General Counsel

ITT Manufacturing Enterprises LLC

By: 
Name: Wolfgang Esser
Title: Vice President, Patent Counsel &
Assistant Secretary

ASSIGNORS SIGNATURE

State of *New York*

County of *Westchester*

This instrument was acknowledged before me on this 14th day of April 2016 by Joanne Scaiard as VP & General Counsel of Goulds Pumps LLC.

(Seal, if any)



Notary Public

TARA SOLANKI
Notary Public, State of New York
No. 01SO6258321
Qualified in Westchester County
Commission Expires ~~March 26, 2021~~

My commission expires:

ASSIGNEES SIGNATURE

This instrument was acknowledged before me on this 6th day of April 2016 by Wolfgang Esser as Vice President, Patent Counsel & Assistant Secretary of ITT Manufacturing Enterprises LLC.



A handwritten signature in black ink, consisting of several large, overlapping loops, written over a horizontal line. Below the line, the text "Notary Public" is printed.

SCHEDULE A

Trademark Registrations and Applications

Mark	Country Name	File Date	AppNo	Reg. Date	Reg. No	Expir. Date	Company Name
GOULDS	United States of America	14.03.1949	71575403	18.09.1951	0548151	19.01.2021	Goulds Pumps, Inc.
GOULDS	United States of America	01.05.1998	75477872	20.07.1999	2262827	20.07.2019	Goulds Pumps, Inc.
GOULDS	United States of America	01.05.1998	75477867	27.02.2001	2430637	27.02.2021	Goulds Pumps, Inc.
GOULDS PUMPS	United States of America	01.05.1998	75477871	11.05.1999	2244728	11.05.2019	Goulds Pumps, Inc.
GP Logo 1	United States of America	01.05.1998	75477930	26.02.2002	2542040	26.02.2022	Goulds Pumps, Inc.
GP Logo 2	United States of America	02.04.1962	72141292	05.02.1963	744751	05.02.2023	Goulds Pumps, Inc.
GP	United States of America	01.05.1998	55477929	04.09.2001	2484136	04.09.2021	Goulds Pumps, Inc.
PRISM	United States of America	11.02.1993	74455573	24.10.1995	1930240	26.10.2025	Goulds Pumps, Inc.
Pro Service Center	United States of America	04.12.1996	75207705	13.01.1998	2128672	13.01.2018	Goulds Pumps, Inc.

Initials Goulds Pumps 
 ITT Manufacturing :



Urkundenrolle B1 UR 551 / 2016

Notariat Weinstadt B1*Tel. 07151/20 57 48 10*Fax 07151/20 57 48 14

B1 UZ 830 /
2016

I hereby certify that the document affixed and sealed hereto was signed in my presence
by
Wolfgang Esser, born 16th of March, 1953, residing at Cannonstraße 1, 71384
Weinstadt

- his identity confirmed by his german passport -

Weinstadt, 6th of April, 2016

Notary

Diaga

