

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADS LLC		07/29/2016	Limited Liability Company:
IDEX Corporation		07/29/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Hydra-Stop LLC		
Street Address:	144 Tower Drive		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4785972	HSF 250	
Registration Number:	4799794	HSF 250 PATRIOT SERIES	
Registration Number:	1587428	HYDRA-STOP	
Registration Number:	4812165	HYDRA-STOPPER	
Registration Number:	2113391	HYDRA-TAP	
Registration Number:	4812160	HYDRA-TAPPER	
Registration Number:	3003454	INSTA-DAM	
Registration Number:	2011999	INSTA-VALVE	
Registration Number:	4894849	INSTA-VALVE 250 PATRIOT SERIES	
Registration Number:	4938124	IV 250 PATRIOT SERIES	
Registration Number:	4567498	IVP 250	
Registration Number:	3182397	JR. HYDRA-STOPPER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-977-9902		
Email:	mboinski@millermatthiashull.com		

OP \$315.00 4785972

Correspondent Name: Miller, Matthias & Hull LLP
Address Line 1: One North Franklin
Address Line 2: Suite 2350
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Michael R. Hull

SIGNATURE: /Michael R. Hull/

DATE SIGNED: 08/26/2016

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Assignment”) is made and effective as of July 29, 2016 by and between ADS LLC, a Delaware limited liability company of 1928 West Field Court, Lake Forest, Illinois 60045 (“Seller”), IDEX Corporation, a Delaware corporation (“IDEX” and together with Seller, the “Assignors”), and Hydra-Stop LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “APA”), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Assignee, the Assets (as defined in the APA) (including the Intellectual Property Assets (as defined in the APA), which includes, without limitation, the trademark registrations, trademark applications and Internet domain names set forth on **Exhibit A** attached hereto) free and clear of all Liens other than the Permitted Liens; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the APA.

NOW, THEREFORE, in consideration of and in exchange for \$1.00 and other valuable and legally sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Each Assignor hereby irrevocably and unconditionally agrees to and does grant, convey, sell, assign and transfer to Buyer (a) its entire right, title and interest in and to the Intellectual Property Assets set forth on **Exhibit A**, including any renewals and extensions thereof, and together with the goodwill of the business symbolized by and associated therewith, or that portion of the ongoing and existing business to which such Intellectual Property Assets pertain, including all common law rights and registrations, the same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and (b) together with all rights to income, royalties, and license fees deriving from such Intellectual Property Assets, all claims and rights of enforcement and recovery for past, present or future infringement or unauthorized use or disclosure thereof as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Buyer and its successors, assigns and other legal representatives.

From time to time hereafter, and without further consideration, each of the parties hereto and their respective successors and permitted assigns, covenants and agrees that the such party and its respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as any other party hereto may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer, its successors and assigns of the Intellectual Property Assets set forth on **Exhibit A** in accordance with the foregoing.

The provisions of this Assignment are subject, in all respects, to the terms and conditions of the APA, including, without limitation, all of the covenants, representations and

warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the APA. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the APA. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the APA, the APA shall govern.

It is understood and agreed that nothing in this Assignment shall constitute a waiver or release of any claims arising out of the contractual relationships arising pursuant to the APA.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any third party other than Buyer, Assignor and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Assignment or any agreements, terms, covenants or conditions hereof, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third persons to any party hereto, and all the agreements, terms, covenants and conditions contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Illinois, without giving effect to provisions thereof regarding conflict of laws.

This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any party without the prior written consent of the other parties hereto; provided, however, that nothing in this Assignment shall or is intended to limit the ability of Buyer to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Assignor to (a) any Affiliate of Buyer or (b) any lender to Buyer or its Affiliates as security for borrowings. No such assignment shall relieve Buyer of its obligations hereunder.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[Signature page follows]

IN WITNESS WHEREOF, duly authorized representatives of Assignor and Buyer have executed this agreement as of the date first set forth above.

ASSIGNOR:

ADS LLC, a Delaware limited liability company

By: Denise R. Cade
Name: Denise R. Cade
Its: Vice President + Secretary

IDEX CORPORATION, a Delaware corporation

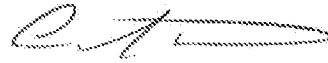
By: Denise R. Cade
Name: Denise R. Cade
Its: Senior Vice President,
General Counsel + Secretary

[Signature Page to Trademark and Domain Name Assignment]

BUYER:

HYDRA-STOP LLC, a Delaware limited liability company

By: _____



Name: Aaron Van Getson

Its: Vice President and Assistant Secretary

[Signature Page to Trademark and Domain Name Assignment]

**TRADEMARK
REEL: 005864 FRAME: 0066**

EXHIBIT A – INTELLECTUAL PROPERTY ASSETS

<u>Trademark Name</u>	<u>Country</u>	<u>International Classes</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Next Renewal Action Name</u>	<u>Next Renewal Action Date</u>	<u>Applicant/Owner</u>
HSF 250	United States of America	06	Registered	Feb-19-2015	86539552	Aug-04-2015	4785972	Next Renewal Due	Aug-04-2025	ADS LLC
HSF 250	Canada	06	Pending	May-29-2015	1729516					ADS LLC
HSF 250 PATRIOT SERIES	United States of America	06	Registered	Feb-24-2015	86543885	Aug-25-2015	4799794	Next Renewal Due	Aug-25-2025	ADS LLC
HSF 250 PATRIOT SERIES	Canada	06	Pending	May-29-2015	1729514					ADS LLC
HYDRA-STOP	United States of America	6	Registered	Jan-30-1989	73777214	Mar-20-1990	1,587,428	Next Renewal Due	Mar-20-2020	ADS LLC
HYDRA-STOP	Australia	6	Registered	Apr-29-2010	1359134	Nov-04-2010	1359134	Next Renewal Due	Apr-29-2020	ADS LLC
HYDRA-STOP	Canada	6	Registered	Jan-04-1994	0744470	Nov-18-1994	TMA436018	Next Renewal Due	Mar-20-2030	ADS LLC
HYDRA-STOP	China	6	Registered	May-12-2010	8288300	Aug-07-2011	8288300	Next Renewal Due	Aug-06-2021	ADS LLC
HYDRA-STOP	United Kingdom	6	Registered	Aug-07-1995	2029731	Aug-29-1997	2029731	Next Renewal Due	Mar-20-2030	ADS LLC
HYDRA-STOP	New Zealand	6	Registered	Apr-30-2010	823537	Aug-08-2011	823537	Next Renewal Due	Apr-30-2020	ADS LLC
Hydra-Stopper	United States of America	07	Registered	Feb-09-2015	86528629	Sep-15-2015	4812165	Next Renewal Due	Sep-15-2025	ADS LLC
HYDRA-	United	6	Registered	Dec-01-	75/026912	Nov-18-	2,113,391	Next	Nov-18-	ADS LLC

TAP	States of America			1995		1997		Renewal Due	2017	
HYDRA-TAPPER	United States of America	07	Registered	Feb-09-2015	86/528584	Sep-15-2015	4812160	Next Renewal Due	Sep-15-2025	ADS LLC
INSTA-DAM	United States of America	7	Registered	Jul-27-2004	76/604452	Oct-04-2005	3,003,454	Next Renewal Due	Oct-04-2025	ADS LLC
INSTA-VALVE	United States of America	6	Registered	Dec-01-1995	75/026915	Oct-29-1996	2,011,999	Next Renewal Due	Oct-29-2016	ADS LLC
INSTA-VALVE	Canada	6	Registered	Jul-28-1999	1024009	Feb-14-2001	TMA541171	Next Renewal Due	Feb-14-2031	ADS LLC
INSTA-VALVE 250 PATRIOT SERIES	United States of America	06	Registered	May-22-2015	86639263	Feb-02-2016	4894849	Next Renewal Due	Feb-02-2026	ADS LLC
INSTA-VALVE 250 PATRIOT SERIES	Canada	06	Pending	May-29-2015	1729512					ADS LLC
IV 250 Patriot Series	United States of America	06	Registered	Feb-25-2015	86545130	Apr-12-2016	4938124			ADS LLC
IVP 250	United States of America	06	Registered	Nov-20-2013	86/123712	Jul-15-2014	4567498	Next Renewal Due	Jul-15-2024	ADS LLC
JR. HYDRA-STOPPER	United States of America	6	Registered	Jan-18-2006	76/653488	Dec-12-2006	3182397	Next Renewal Due	Dec-12-2016	ADS LLC

Domain Name	Registrar	Owner
hydra-stop.com	Network Solutions, LLC	IDEX Corporation