TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dixon Pumps, Inc.		09/15/2016	Corporation: MONTANA

RECEIVING PARTY DATA

Name:	Shaw Dixon, LLC
Street Address:	25190 Bernwood Drive
City:	Bonita Springs
State/Country:	FLORIDA
Postal Code:	34135
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3010781	BLADE MASTER
Registration Number:	3634091	DIXON PUMPS
Registration Number:	4552392	GEN II
Registration Number:	4945672	D
Registration Number:	4982092	BLADE MASTER

CH $140.00 3010781

CORRESPONDENCE DATA

Fax Number: 2392542942

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.

Phone: (239) 254-2905
Email: trademarks@hahnlaw.com
Correspondent Name: Jeanne L. Seewald
Address Line 1: 5811 Pelican Bay Blvd., Suite 650
Address Line 4: Naples, FLORIDA 34108

NAME OF SUBMITTER:	Jeanne L. Seewald
SIGNATURE:	/jls/
DATE SIGNED:	09/29/2016

Total Attachments: 8
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of the 15th day of September, 2016, by and among, Randy Dixon, an individual ("Dixon") and Dixon Pumps, Inc., a Montana corporation ("Dixon Pumps" together with Dixon, "Assignors"), and Shaw Dixon, LLC a Florida limited liability company (the "Purchaser").

WHEREAS, Dixon, Dixon Pumps and the Purchaser have entered into an Asset Purchase Agreement, dated as of September 15, 2016 (the "Asset Purchase Agreement"), pursuant to which, among other things, Dixon and Dixon Pumps have agreed to sell, assign, transfer, convey and deliver to the Purchaser the intellectual property identified in Schedule A hereto (the "Purchased Intellectual Property"). Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.

Section 1.01. Assignment. In consideration of the sum of One Dollar and the mutual covenants and obligations set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer, convey and deliver unto the Purchaser the Assignors' entire right, title and interest in and to, and the use of, the Purchased Intellectual Property and all renewals thereof, to be held and enjoyed by Purchaser as fully and entirely as it would have been held and enjoyed by Assignors if this assignment had not been made, including all claims, demands and rights of recovery, whether known or unknown, accrued or to accrue, that Assignors have or may have in profits and damages for past and future infringements of the Purchased Intellectual Property, if any, and all rights to compromise, sue for, and collect such profits and damages, together with all goodwill and the portion of the Purchased Assets associated therewith.

Section 1.02. Attorney-in-Fact. Assignors hereby constitute and appoint Purchaser as their true and lawful attorney-in-fact, with full power of substitution, in Assignors' name and stead, by, on behalf of, and for the benefit of Purchaser, to demand and receive any and all of the rights, titles, interests, assets and properties transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, from time to time, which Purchaser may deem proper for the collection or reduction to possession of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned, and delivered, or intended so to be, and to do all acts and things in relation to the Purchased Intellectual Property which Purchaser deems desirable; provided, however, that nothing herein shall be construed to give Purchaser any right to institute or prosecute any proceeding at law or in equity in Assignors' names. Assignors hereby declare that the foregoing powers are coupled with an interest and shall not be revocable by Assignors in any manner or for any reason whatsoever.

Section 1.03. Governing Agreement. This Assignment is expressly made subject to the terms and conditions of the Asset Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Asset Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms

and provisions contained in the Asset Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Asset Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern and control.

Section 1.04. Successors and Assigns. The provisions of this Assignment shall bind Assignors and their successors and assigns and inure to the benefit of Purchaser and its successors and permitted assigns.

Section 1.05. Interpretation. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment. Whenever the context requires in this Assignment, the singular shall include the plural, and vice versa. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.06. Facsimile Signature. This Assignment may be executed and delivered in original or facsimile, either of which shall be deemed an original.

Section 1.07. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to conflict of laws principles of any jurisdiction.

Section 1.08. Effective Date. This Assignment shall be effective as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Randy Dixon

STATE OF Montana)
) SS:
COUNTY OF Yellowstone)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 15th day of September, 2016.

Signature

Crystal K. Reichenbach
Printed

Notary Public

My Commission Expires:

CRYSTAL K. REICHENBACH
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
December 13, 2017

County of Residence:
Yellowstone

8792297.2

DIXON PUMPS, INC.

By: _____

Printed: Randy J. Dixon

Title: President

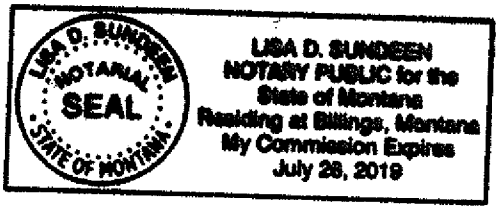
STATE OF Montana)
) SS:
COUNTY OF Yellowstone)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 15th day of September, 2016.

_____
Signature
Lisa D. Sundeen
Printed
Notary Public

My Commission Expires:
July 28, 2019

County of Residence:
Yellowstone



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SHAW DIXON, LLC

By: _____

Printed: Kevin J. Hawksworth

Title: President / CEO

STATE OF Montana)
) SS:
COUNTY OF Yellowstone)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 15th day of September, 2016.

_____
Signature
Lisa D. Sundeen
Printed
Notary Public

My Commission Expires:
July 28, 2019

County of Residence:
Yellowstone

LISA D. SUNDEEN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
July 28, 2019

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Schedule A

All of the intellectual property used, useful or held for use in the conduct of the business of Dixon Pumps, Inc. including, but not limited to, formulaes, processes, trade secrets, knowledge and know-how, trade names and trademarks and related logos, including all federal or state registrations of same, all domain names registered or used by Dixon Pumps, Inc., all copyright in any drawings, test data, ATPs, engineering documents and plans, control plans, software, part numbers, catalogs, advertisements, artwork, and other creations, all trade secrets, all licenses and third party intellectual property licensed, all issued patents, all pending or abandoned patent applications, and all other patent and design rights of any kind worldwide and all of the goodwill, rights benefits and privileges associated with all of the above.

All registered patents and trademarks and pending patent and trademark applications set forth on Schedule 2.18(a) of the Asset Purchase Agreement.

Those certain trade secrets set forth on the Certificate of Compliance With Section 1.7(f) dated of even date herewith delivered by Dixon Pumps, Inc. and Randy Dixon.

Country	Application Number	Filing Date	Patent Number	Issue Date	Title	Status	Owner(s) / Applicant(s)
United States	14/160,357	January 21, 2014	9,337,707	May 10, 2016	System, Apparatus, and Method for Controlling a Motor	Issued	Randy Dixon
United States	15/150,420	January 24, 2014	N/A	N/A	System, Apparatus, and Method for Controlling a Motor	Pending	
International	PCT/US14/12298	January 21, 2014	N/A	N/A	System, Apparatus, and Method for Controlling a Motor	Published (WO 2014/116576)	Dixon Pumps, Inc.
Europe	14743036.7	January 21, 2014	N/A	N/A	System, Apparatus, and Method for Controlling a Motor	Pending	Dixon Pumps, Inc.
Australia	2014209656	January 21, 2014	N/A	N/A	System, Apparatus, and Method for Controlling a Motor	Pending	Dixon Pumps, Inc.
United States	61/757,618	January 28, 2013	N/A	N/A	Brushless Transfer Pump Motor with Hall Effect Switch	Expired	Randy Dixon and Townes Lee
United States	13/763,940	February 11, 2013	9,062,675	June 23, 2015	Rotary Lobe Pump with Wiper Blades	Issued	Randy Dixon and Brett Howell
International	PCT/US13/25499	February 11, 2013	N/A	N/A	Rotary Lobe Pump with Wiper Blades	Published (WO 2013/120049)	Randy Dixon
United States	61/597,569	February 10, 2012	N/A	N/A	Three Lobe Rotary Pump with Wiper Blades	Expired	Randy Dixon and Brett Howell
United States	13/465,627	May 7, 2012	US 8,955,885	February 17, 2015	Hose Coupling Locking Mechanism	Issued	Randy Dixon
United States	61/098,144	September 18, 2008	N/A	N/A	Hose Coupling Locking Mechanism	Expired	Randy Dixon
United States	12/562,418	September 18, 2009	US 8,172,271	May 8, 2012	Hose Coupling Locking Mechanism	Issued	Randy Dixon
United States	08/977,034	November 25, 1997	US 6,053,717	April 25, 2000	Rotary Pump with Wiper Insert	Issued	Randy Dixon
United States	29/053,309	April 25, 1996	US D394,132	May 5, 1998	Mobile Self-Contained Pumping Unit	Expired	Randy Dixon
Europe	001874686	June 8, 2011	001874686	June 8, 2011	Transfer Pump	Issued	
South Korea	30-2011-0023429	June 8, 2011	30-0664464	October 16, 2012	Transfer Pump	Issued	
China	201130162201.9	June 8, 2011	ZL201130162201.9	May 23, 2012		Abandoned	
Japan	2011-012897	June 7, 2011	1438467	March 16, 2012		Abandoned	
United States	29/380,620	December 8, 2010	US D644,555	September 6, 2011	Transfer Pump	Issued	Dixon Pumps, Inc.
United States	61/078,204	July 3, 2008	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Expired	Randy Dixon
United States	12/486,530	June 17, 2009	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Abandoned	Dixon Pumps
Australia	2009260211	June 17, 2009	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Abandoned	Dixon Pumps, Inc.
Brazil	PI-0909943-3	June 17, 2009	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Abandoned	Dixon Pumps, Inc.
Canada	2,728,130	June 17, 2009	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Abandoned	Dixon Pumps, Inc.
China	200980128802.8	June 17, 2009	102105235	September 4, 2013	Storage Tank Cleaning Method and Apparatus	Termination of Patent Right	Dixon Pumps, Inc.
Europe	09767660.5	June 17, 2009	2,303,475	March 5, 2014	Storage Tank Cleaning Method and Apparatus	Issued	Dixon Pumps, Inc.
Spain	09767660.5	June 17, 2009	2,303,475	March 5, 2014	Storage Tank Cleaning Method and Apparatus	Issued	Dixon Pumps, Inc.
Germany	602009022237.6	June 17, 2009	2,303,475	March 5, 2014	Storage Tank Cleaning Method and Apparatus	Lapsed	
France	09767660.5	June 17, 2009	2,303,475	March 5, 2014	Storage Tank Cleaning Method and Apparatus	Lapsed	
Great Britain	09767660.5	June 17, 2009	2,303,475	March 5, 2014	Storage Tank Cleaning Method and Apparatus	Issued	
International	PCT/US09/47673	June 17, 2009	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Published (WO 2009/155351)	Dixon Pumps, Inc and Randy Dixon
United States	61/073,297	June 17, 2008	N/A	N/A	Storage Tank Cleaning Method and Apparatus	Expired	Randy Dixon
United States	61/541,872	September 30, 2011	N/A	N/A	Rotating Nozzle with Speed Reduction Features	Expired	Randy Dixon, Jeff Bendio, and Brett Howell
United States	13/632,748	October 1, 2012	N/A	N/A	Rotating Nozzle with Speed Reduction Features	Abandoned	Dixon Pumps, Inc.
Canada	2851080	October 1, 2012	N/A	N/A	Rotating Nozzle with Speed Reduction Features	Abandoned	Dixon Pumps, Inc.
Europe	12836770.3	October 1, 2012	N/A	N/A	Rotating Nozzle with Speed Reduction Features	Withdrawn	Dixon Pumps, Inc.
International	PCT/US12/58324	October 1, 2012	N/A	N/A	Rotating Nozzle with Speed Reduction Features	Published (WO 2013/049825)	Dixon Pumps
United States	14/746,493	June 22, 2015	N/A	N/A	Rotary Lobe Pump with Wiper Blades	Pending	Randy Dixon and Brett Howell
International	PCT/US16/38628	June 22, 2016	N/A	N/A	Rotary Lobe Pump with Wiper Blades	Pending	

Country	Serial Number	Filing Date	Registration Number	Registration Date	Goods and Services	Mark	Status	Owner
United States	78/387,122	March 18, 2004	3,010,781	November 1, 2005	Class 7: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, gear pumps, impeller pumps, pneumatic pumps, electric pumps, hand-operated pumps, piston pumps, positive displacement pumps, rotary lobe pumps and rotary pumps.	BLADE MASTER	Enforceable	Dixon Pumps, Inc.
United States	77/490,743	June 4, 2008	3,634,091	June 9, 2009	Class 7: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, gear pumps, impeller pumps, pneumatic pumps, electric pumps, piston pumps, positive displacement pumps, rotary lobe pumps and rotary pumps.	DIXON PUMPS	Enforceable	Dixon Pumps, Inc.
United States	85/720,718	September 5, 2012	4,552,392	June 17, 2014	Class 7: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, gear pumps, impeller pumps, pneumatic pumps, electric pumps, piston pumps, positive displacement pumps, rotary lobe pumps and rotary pumps.	GEN II	Enforceable	Dixon Pumps, Inc.
United States	86/753,908	September 11, 2015	4,945,672	April 26, 2016	Class 7: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, gear pumps, impeller pumps, pneumatic pumps, electric pumps, piston pumps, positive displacement pumps, rotary lobe pumps and rotary pumps. Class 8: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, hand-operated pumps.	D and Design	Enforceable	Dixon Pumps, Inc.
United States	86/757,693	September 15, 2015	4,982,092	June 21, 2016	Class 7: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, gear pumps, impeller pumps, pneumatic pumps, electric pumps, piston pumps, positive displacement pumps, rotary lobe pumps and rotary pumps. Class 8: Pumps for use in the petroleum, petrochemical, chemical, agricultural and industrial fields, namely, hand-operated pumps.	BLADE MASTER and Design	Enforceable	Dixon Pumps, Inc.

Status	Domain URL	Creation Date	Expiration Date
Registered - Client Transfer Prohibited	http://www.dixonpumps.com	September 12, 2002	September 12, 2017