

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404383

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900369102

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ITT Corporation		05/16/2016	Corporation: INDIANA

**RECEIVING PARTY DATA**

<b>Name:</b>	ITT Manufacturing Enterprises, LLC
<b>Street Address:</b>	1105 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 60**

Property Type	Number	Word Mark
Registration Number:	0844567	CONOFLOW
Registration Number:	1837342	CONOFLOW
Registration Number:	2668216	CONOFLOW
Registration Number:	4665496	VEAM
Registration Number:	1592760	ADVANTAGE
Registration Number:	1960245	AIRPAK
Registration Number:	2521646	BIO-TEK
Registration Number:	4345026	BIW CONNECTOR SYSTEMS
Registration Number:	4871381	BIW CONNECTOR SYSTEMS
Registration Number:	4871380	BIW CONNECTOR SYSTEMS
Registration Number:	1417176	CAM-LINE
Registration Number:	1137088	CAM-TITE
Registration Number:	2506089	CAM-TITE
Registration Number:	1507895	CANNON
Registration Number:	2372619	CANNON
Registration Number:	0418856	CANNON
Registration Number:	0779843	CANNON
Registration Number:	4846927	CANNON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4846926	CANNON
Registration Number:	2368977	CAPTOR
Registration Number:	2401341	C-FLASH
Registration Number:	2792352	CHEMBASE PLUS
Registration Number:	1657219	COMBO-D
Registration Number:	2113498	COMMANDAIRE
Registration Number:	1445031	C'TREAT
Registration Number:	1104190	DIA-FLO
Registration Number:	2892094	DOUBLE SHEAR
Registration Number:	3624721	DRYGUARD
Registration Number:	3422979	EFT
Registration Number:	3479333	E-ZEE FEED
Registration Number:	0545733	FABRI-VALVE
Registration Number:	3790916	I-ALERT
Registration Number:	3463670	I-FRAME
Registration Number:	3302434	KWIK-LOK
Registration Number:	2426116	NEGA-RATE
Registration Number:	1186487	NEGA-RATE
Registration Number:	4142950	NEMESIS
Registration Number:	1227354	NEO-DYN
Registration Number:	2630996	NEO-DYN
Registration Number:	2854330	OPTIMIX
Registration Number:	3174400	PHD
Registration Number:	2854516	PRO SERVICES
Registration Number:	2923076	PROCAST
Registration Number:	3315460	PROSMART
Registration Number:	2751711	PUMPSMART
Registration Number:	2321038	PURE-FLO
Registration Number:	3777404	ROUSTABOUT
Registration Number:	3777470	ROUSTABOUT
Registration Number:	2290408	SAFE-T-LOK
Registration Number:	3166342	SEAL PLUS
Registration Number:	2951860	SHEARPELLER
Registration Number:	2551467	SHUNT-DISC
Registration Number:	1852257	SHUNT-DISC
Registration Number:	1629053	SKOTCH
Registration Number:	1577367	STARCARD
Registration Number:	3302435	TRI-LOK

Property Type	Number	Word Mark
Registration Number:	4198772	TRINITY
Serial Number:	86249341	VEAM
Registration Number:	4765640	VEAM
Serial Number:	86876381	K-PAC

**CORRESPONDENCE DATA**

**Fax Number:** 6104070701

*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.*

**Email:** TMDE@ratnerprestia.com

**Correspondent Name:** RatnerPrestia

**Address Line 1:** 2200 Renaissance Boulevard, Suite 350

**Address Line 4:** King of Prussia, PENNSYLVANIA 19406

<b>ATTORNEY DOCKET NUMBER:</b>	ITME-09038
<b>NAME OF SUBMITTER:</b>	John W. McGlynn
<b>SIGNATURE:</b>	/jwm/
<b>DATE SIGNED:</b>	11/03/2016

**Total Attachments: 8**

- source=Assignment - ITT#page1.tif
- source=Assignment - ITT#page2.tif
- source=Assignment - ITT#page3.tif
- source=Assignment - ITT#page4.tif
- source=Assignment - ITT#page5.tif
- source=Assignment - ITT#page6.tif
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- source=Assignment - ITT#page8.tif

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the "Assignment") effective as of **May, 16 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 **ITT Corporation**, a corporation organized under the laws of the State of Indiana having offices at 1133 Westchester Avenue, White Plains NY 10604 ("Assignor");

limited liability company  
Ym

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of May 16, 2016, among **ITT LLC and ITT Holding LLC**. (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.

ITT Corporation

By: 

Name: Lori Marino

Title: Vice President & Corporate Secretary

ITT Manufacturing Enterprises LLC

By: \_\_\_\_\_

Name: Wolfgang Esser

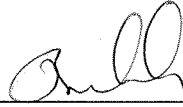
Title: Vice President, Patent Counsel &  
Assistant Secretary

ASSIGNORS SIGNATURE

State of New York        )  
                                  )ss:  
County of Westchester )

This instrument was acknowledged before me on this 22<sup>nd</sup> day of April 2016 by Lori Marino Vice President & Corporate Secretary of ITT Corporation, on behalf of the Company.

(Seal, if any)



Notary Public

TARA SOLANKI  
Notary Public, State of New York  
No. 01SO6258621  
Qualified in Westchester County  
Commission Expires March 26, 2020

My commission expires:

ASSIGNEES SIGNATURE

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

(Seal, if any)

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Notary Public

**SCHEDULE A**

**Trademark Registrations and Applications**

VC	Mark	Country	Status	Class	FileDate	AppNo	IssueDate	IssueNo	ExpirDate
CT	NEGA-RATE	Canada	REG	,9	07/05/1998	878,291	12/02/1999	508,012	02/12/2024
CT	AIRPAK	Canada	REG		01/21/1993	731,163	12/31/1993	421,747	12/31/2023
HQ	BEAR TRAP & DESIGN	Canada	REG		01/14/1993	720,506	07/15/1994	430,455	07/15/2024
HQ	BEAR TRAP & DESIGN	Canada	REG	,7	01/14/1993	720,500	07/15/1994	TMA430683	07/15/2024
IP	CAM TITE and design	Canada	REG		12/24/1987	597,752	09/01/1989	TMA360039	09/01/2019
IP	CAM-LINE & DESIGN	Canada	REG	,7	12/24/1987	597,753	08/09/1989	TMA360,236	09/08/2019
ICS	CANNON	Canada	REG	,9	08/25/1943	0,182,973	08/25/1943	UCA018401	08/25/2018
ICS	CANNON	Canada	REG	,9	07/20/1999	1,022,900	01/29/2003	TMA574649	01/29/2018
IP	CHEMBASE PLUS	Canada	REG	,7	12/18/2001	1,125,620	04/13/2004	607,467	04/13/2019
ICS	COMBO-D	Canada	REG	,9	01/28/1997	834813	11/06/1998	TMA495874	06/11/2028
CT	COMMANDAIRE	Canada	REG		01/21/1993	721,164	11/26/1993	420,172	11/26/2023
IP	COMPACT	Canada	REG	,7	06/22/2000	1,064,577	09/15/2003	TMA589,767	09/15/2018
CT	CONOFLOW	Canada	REG	,7	04/02/2001	1,098,130	12/18/2002	TMA572571	12/18/2017
CT	CONOFLOW	Canada	REG		06/23/1998	882,329	07/26/2000	TMA530534	07/26/2025
CT	CONOFLOW	Canada	REG		12/18/1964	286,390	01/21/1966	TMA143548	01/21/2026
IP	DIA-FLO	Canada	REG		12/11/1987	595502	05/18/1990	368759	05/18/2020
IP	DOUBLE SHEAR	Canada	REG		05/24/2000	1,060,402	12/14/2004	TMA628,317	12/14/2019
IP	DRYGUARD	Canada	REG		02/24/2006	1291359	02/17/2011	TMA791,026	02/17/2026
IP	FABRI	Canada	REG		12/11/1987	595501	03/08/1990	TMA371,425	08/03/2020
IP	FABRI-VALVE	Canada	REG	,7	11/23/1953	222,175	11/23/1953	UCA48107	11/23/2023
IP	FLUID HANDLING UNIVERSITY	Canada	REG	,37	02/10/2000	1,046,021	01/11/2001	553,243	11/01/2016
IP	I-FRAME	Canada	REG		11/16/2007	1372455	06/18/2009	TMA742,211	06/18/2024
IP	MIXSMART	Canada	REG		05/24/2000	1,060,403	07/15/2002	564,663	07/15/2017
ICS	Nemesis	Canada	REG		12/03/2009	1430815	10/03/2012	TMA833470	10/03/2027
CT	NEO-DYN	Canada	REG	,9	07/05/1998	878,289	12/02/1999	TMA508,011	02/12/2024
IP	OPTIMIX	Canada	REG		12/07/2001	1,109,339	03/02/2006	657955	02/03/2021
IP	PDA	Canada	REG		07/10/1998	892,522	04/24/2002	560,691	04/24/2017
ICS	PHD	Canada	REG	,9	10/11/2000	1082348	04/03/2003	TMA576930	03/04/2018
IP	PRO SERVICES	Canada	REG	,35,37	10/20/2003	1,194,115	03/23/2005	TMA636,004	03/23/2020

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VC	Mark	Country	Status	Class	FileDate	AppNo	IssueDate	IssueNo	ExpirDate
IP	PROACTIVITY	Canada	REG		10/07/2008	1402814	04/26/2011	TMA796,198	04/26/2026
IP	PROFESSIONAL DEALERS ASSOCIATION	Canada	REG		07/10/1998	892,524	04/24/2002	560,694	04/24/2017
IP	PROSMART	Canada	REG		06/03/2007	1338126	11/25/2009	TMA753,922	11/25/2024
IP	PUMPSMART	Canada	REG		10/20/2000	1,079,534	09/30/2002	TMA568,234	09/30/2017
IP	PUMPSMART PROCESS SYSTEMS BECAUSE FAILURE IS NOT A	Canada	REG		05/12/2000	1,084,963	11/28/2002	571,413	11/28/2017
IP	PURE-FLO	Canada	REG		04/23/1999	1,013,098	11/28/2002	571,424	11/28/2017
IP	PURE-FLO	Canada	REG		06/03/2000	1,049,112	03/10/2003	TMA591,535	10/03/2018
IP	SHEARPELLER	Canada	REG		09/21/2004	1231102	07/07/2006	667133	07/07/2021
CT	SHUNT-DISC	Canada	REG	,9	06/29/1998	882,938	05/28/2001	545,748	05/28/2016
IP	SKOTCH	Canada	REG		06/03/1991	677290	06/30/1995	444457	06/30/2025
ICS	STAR	Canada	REG		01/03/1991	0673266	03/06/1992	TMA395257	
ICS	STAR CARD	Canada	REG	,9	05/16/1994	754,819	03/14/2003	TMA577493	03/14/2018
ICS	Trinity	Canada	REG		12/03/2009	1430813	10/03/2012	TMA833447	12/03/2019
IP	Waves & Pipe left	Canada	REG		01/27/1998	867491	02/19/2001	TMA541,294	02/19/2016
IP	Waves & Pipe right	Canada	REG		06/03/2000	1,049,113	11/13/2001	TMA553,678	11/13/2016
CT	SHUNT-DISC	Mexico	REG	,9	07/09/1998	346388	10/21/1998	590149	09/07/2018
IP	ADVANTAGE	Mexico	REG	,6	09/08/1992	149401	09/08/1992	909857	09/08/2022
ICS	Aquatica	Mexico	REG		04/22/2009	1002634	07/16/2009	11100845	04/22/2019
IP	BIO-TEK	Mexico	REG	,6	08/09/1992	149402	06/20/1994	463853	09/08/2022
ICS	CANNON	Mexico	REG	,9	03/08/2004	645720	03/28/2005	873043	03/08/2024
ICS	C-FLASH	Mexico	REG		11/16/1998	354370	01/27/1999	598868	11/16/2018
IP	DIA-FLO	Mexico	REG	,6	08/09/1992	149405	03/02/1994	451276	09/08/2022
IP	ENGINEERED VALVES	Mexico	REG		08/09/1992	149406	05/09/1996	530408	09/08/2022
IP	FABRI	Mexico	REG	,7	08/09/1992	149407	11/29/2002	775282	09/08/2022
IP	I-FRAME	Mexico	REG	,7	11/28/2007	898768	11/28/2007	1034426	11/28/2017
CT	NEGA-RATE	Mexico	REG	,9,11	07/09/1998	346386	10/21/1998	590148	09/07/2018
ICS	Nemesis	Mexico	PEN		04/22/2009	1002633			04/22/2019
IP	PUMPSMART	Mexico	REG		06/22/2000	432386	07/14/2000	663625	06/22/2020
IP	PURE-FLO	Mexico	REG	,6	08/09/1992	149408	03/02/1994	451277	09/08/2022
IP	ROUSTABOUT	Mexico	REG	,11	03/01/2010	1071237	03/01/2010	1148650	03/01/2020
ICS	STAR	Mexico	REG			413522		413522	

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VC	Mark	Country	Status	Class	FileDate	AppNo	IssueDate	IssueNo	ExpirDate
ICS	STARCARD	Mexico	REG	,9,28	10/22/1990	408612	03/23/1992	408612	10/22/2020
ICS	Trinity	Mexico	REG		04/22/2009	1002631	12/08/2009	1114830	04/22/2019
CT	CONOFLOW	USA	REG	,11	02/13/1967	72/264,479	02/20/1968	844,567	02/20/2018
CT	CONOFLOW	USA	REG	,7	08/23/1993	74/430,298	05/24/1994	1,837,342	05/24/2024
CT	CONOFLOW	USA	REG	,6,7,9,11	05/09/2001	76/254,355	12/31/2002	2,668,216	12/31/2022
ICS	VEAM	USA	REG	,9	01/25/2013	85/832893	01/06/2015	4665496	01/06/2025
IP	ADVANTAGE	USA	REG	,7	10/07/1989	73/811,820	04/24/1990	1,592,760	04/24/2020
CT	AIRPAK	USA	REG	,9	04/07/1995	74/657,096	05/03/1996	1,960,245	03/05/2026
IP	BIO-TEK	USA	REG	,9	02/09/1999	75/790,859	12/25/2001	2,521,646	12/25/2021
ICS	BIW CONNECTOR SYSTEMS	USA	REG	,9	08/24/2011	85/405,483	06/04/2013	4,345,026	06/04/2023
ICS	BIW Connector Systems (Color)	USA	REG	,9	04/11/2014	86/249351	12/15/2015	4,871,381	12/15/2025
ICS	BIW Connector Systems (graphic)	USA	PUB	,9	04/11/2014	86/249345	12/15/2015	4,871,380	12/15/2025
IP	CAM-LINE & DESIGN	USA	REG	,6	08/19/1985	73/554,431	11/18/1986	1,417,176	11/18/2016
IP	CAM-TITE	USA	REG	,6	12/07/1977	73/133,685	06/17/1980	1,137,088	06/17/2020
IP	CAM-TITE	USA	REG	,6	06/26/2000	76/076,998	11/13/2001	2,506,089	11/13/2021
ICS	CANNON	USA	REG	,9	05/29/1987	73/663,642	10/11/1988	1507895	10/11/2018
ICS	CANNON	USA	REG	,9	06/25/1999	75/737,437	01/08/2000	2372619	08/01/2020
ICS	CANNON	USA	REG	,9	10/07/1943	71/461,966	01/15/1946	0418856	01/15/2016
ICS	CANNON	USA	REG	,8	03/20/1964	72/189,175	11/10/1964	0779843	11/10/2024
ICS	cannon (color)	USA	REG	,9,8	04/11/2014	86/249368	11/03/2015	4846927	11/03/2025
ICS	cannon (graphic)	USA	REG	,8,9	04/11/2014	86/249363	11/03/2015	4846926	11/03/2025
ICS	CAPTOR	USA	REG	,9	03/09/1996	75/159,073	07/18/2000	2,368,977	07/18/2020
ICS	C-FLASH	USA	REG	,9	11/16/1998	75/589682	07/11/2000	2401341	11/07/2020
IP	CHEMBASE PLUS	USA	REG	,19	12/31/2001	76/353,415	09/12/2003	2,792,352	12/09/2023
ICS	COMBO-D	USA	REG	,9	05/24/1990	74/062,416	09/17/1991	1,657,219	09/17/2021
CT	COMMANDAIRE	USA	REG	,7	04/04/1996	75/087,050	11/18/1997	2,113,498	11/18/2017
IP	C'TREAT	USA	REG	,11	07/04/1986	73/591,720	06/30/1987	1,445,031	06/30/2017
IP	DIA-FLO	USA	REG	,6	09/21/1977	73/142,048	10/17/1978	1,104,190	10/17/2018
IP	DOUBLE SHEAR	USA	REG	,7	06/25/2003	78/266,877	05/10/2004	2,892,094	10/05/2024
IP	DRYGUARD	USA	REG	,7	07/11/2005	78/748,681	05/19/2009	3,624,721	05/19/2019
ICS	EFT	USA	REG	,9	07/12/2006	78/927,376	05/06/2008	3,422,979	05/06/2018
ICS	E-ZEE FEED	USA	REG	,6	07/08/2007	77/248,602	05/08/2008	3,479,333	08/05/2018

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VC	Mark	Country	Status	Class	FileDate	AppNo	IssueDate	IssueNo	ExpirDate
IP	FABRI-VALVE	USA	REG	,13	08/18/1950	71/604,882	07/24/1951	545,733	07/24/2021
IP	I-ALERT	USA	REG	,9	09/22/2008	77/575,282	05/18/2010	3,790,916	05/18/2020
IP	I-FRAME	USA	REG	,7	05/06/2007	77/197,465	08/07/2008	3,463,670	08/07/2018
ICS	k-PaC	USA	PEN	,9	01/15/2015	86/876381			
ICS	KWIK-LOK	USA	REG	,9	12/07/2006	78/927,389	02/10/2007	3,302,434	10/02/2017
CT	NEGA-RATE	USA	REG	,9	11/16/1998	75/589,678	06/02/2001	2,426,116	02/06/2021
CT	NEGA-RATE	USA	REG	,9	04/22/1980	73/259,257	01/19/1982	1,186,487	01/19/2022
ICS	Nemesis	USA	REG	,9	10/24/2008	77/599,811	05/15/2012	4,142,950	05/15/2022
CT	NEO-DYN	USA	REG	,9	06/02/1980	73/264,503	02/15/1983	1,227,354	02/15/2023
CT	NEO-DYN	USA	REG	,9	06/21/2001	76/274,008	08/10/2002	2,630,996	10/08/2022
IP	OPTIMIX	USA	REG	,7	07/30/2001	76/292,130	06/15/2004	2,854,330	06/15/2024
ICS	PHD	USA	REG	,9	04/12/2000	76/174,045	11/21/2006	3,174,400	11/21/2016
IP	PRO SERVICES	USA	REG	,35,37	06/05/2002	76/405,879	06/15/2004	2854516	06/15/2024
IP	PROCAST	USA	REG	,40	01/13/2004	78/351,379	01/02/2005	2,923,076	02/01/2025
IP	PROSMART	USA	REG	,9,42	09/22/2006	77/005,571	10/23/2007	3,315,460	10/23/2017
IP	PUMPSMART	USA	REG	,9	02/11/2000	76/157,897	08/19/2003	2,751,711	08/19/2023
IP	PURE-FLO	USA	REG	,6,9	12/14/1998	75/604,386	02/22/2000	2,321,038	02/22/2020
IP	ROUSTABOUT	USA	REG	,11	08/28/2009	77/816,111	04/20/2010	3,777,404	04/20/2020
IP	ROUSTABOUT & Design	USA	REG	,11	01/09/2009	77/817,629	04/20/2010	3,777,470	04/20/2020
ICS	SAFE-T-LOCK	USA	REG	,9	04/03/1997	75/251,672	02/11/1999	2,290,408	11/02/2019
IP	SEAL PLUS	USA	REG	,7	01/18/2005	78/549,867	10/31/2006	3,166,342	10/31/2016
IP	SHEARPELLER	USA	REG	,7	09/17/2004	78/485,159	05/17/2005	2951860	05/17/2015
CT	SHUNT-DISC	USA	REG	,9	11/16/1998	75/589,681	03/26/2002	2,551,467	03/26/2022
CT	SHUNT-DISC	USA	REG	,9	05/13/1993	74/390,050	06/09/1994	1,852,257	09/06/2024
IP	SKOTCH	USA	REG	,11	03/14/1990	74/038,299	12/25/1990	1,629,053	12/25/2020
ICS	STARCARD	USA	REG	,9	12/05/1988	73/728,060	01/16/1990	1,577,367	01/16/2020
ICS	TRI-LOK	USA	REG	,9	12/07/2006	78/927,407	02/10/2007	3,302,435	10/02/2017
ICS	Trinity	USA	REG	,9	10/24/2008	77/599,837	08/28/2012	4,198,772	08/28/2022
ICS	veam (color)	USA	PUB	,9	04/11/2014	86/249341			04/11/2024
ICS	veam (graphic)	USA	REG	,9	04/11/2014	86/249335	06/30/2015	4765640	06/30/2025

Initials ITT Corporation  
ITT Manufacturing : 

TRADEMARK  
REEL: 005932 FRAME: 0024

RECORDED: 11/03/2016