

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/19/2016
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pentair, Inc.		02/22/2017	Corporation: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Pentair International Holding Sarl
<b>Street Address:</b>	26 Boulevard Royal
<b>City:</b>	Luxembourg
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	L-2449
<b>Entity Type:</b>	Limited Liability Company: LUXEMBOURG

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5003584	PENTAIR
Registration Number:	5003565	PENTAIR

## CORRESPONDENCE DATA

Fax Number: 3303764577

*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: 3303762700

Email: tlink@ralaw.com

Correspondent Name: Terrence H. Link II

Address Line 1: 222 South Main Street

Address Line 4: Akron, OHIO 44308

<b>NAME OF SUBMITTER:</b>	Terrence H. Link II
<b>SIGNATURE:</b>	/thl/
<b>DATE SIGNED:</b>	04/27/2017

## Total Attachments: 3

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of 22 February, 2017, by PENTAIR, INC., a corporation organized and existing under the laws of Minnesota, having an address at 5500 Wayzata Blvd., Suite 800, Golden Valley, Minnesota 55416-1259 USA (“*Assignor*”), in favor of PENTAIR INTERNATIONAL HOLDING SARL, a limited liability company organized and existing under the laws of Luxembourg, having an address at 26, Boulevard Royal, L-2449 Luxembourg (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (the “*Marks*”);

WHEREAS, pursuant to that certain Intellectual Property Transfer Agreement between the parties dated as of 01 October 2012 (the “*Agreement*”), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.


NOW, THEREFORE, for good and valuable consideration set out in the Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Effective as of 19 July 2016, Assignor hereby sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
2. Assignor hereby requests The United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of Luxembourg, without reference to its conflict of law principles.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

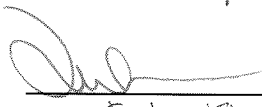
**PENTAIR, INC.**

By:   
Name: Jason Stokes  
Title: Secretary



Acknowledgement:

**PENTAIR INTERNATIONAL HOLDING SARL**

By:   
Name: Mark C. Barrio  
Title: manager

By:   
Name: Julie Plakerty  
Title: manager

Schedule A

Trade Mark	US Application No.	US Registration No.
	85666254	5003584
	85604740	5003565