

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOENIX PRODUCTS, INC.		05/04/2015	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	VALTERRA PRODUCTS, LLC		
Street Address:	15230 San Fernando Mission Blvd.		
Internal Address:	Suite 107		
City:	Mission Hills		
State/Country:	CALIFORNIA		
Postal Code:	91345		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1445032	PHOENIX	
Registration Number:	2921972	DURAPRO	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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:	216-621-2234		
Email:	jwolfe@tarolli.com		
Correspondent Name:	John R. Hlavka		
Address Line 1:	1300 East Ninth Street		
Address Line 2:	Suite 1700		
Address Line 4:	cleveland, OHIO 44114		
NAME OF SUBMITTER:	John R. Hlavka		
SIGNATURE:	/John R. Hlavka/		
DATE SIGNED:	05/23/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") effective as of June 5, 2015 is by and between Phoenix Products, Inc., an Ohio corporation ("Assignor"), and Valterra Products, LLC, a Delaware limited liability company ("Assignee", together with the Assignor, the "Parties" and each, a "Party").

WHEREAS, Assignor, Assignee and Raymond M. Arth have entered into a certain Asset Purchase Agreement dated as of May 4, 2015 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all property rights in and to the Business Proprietary Rights of Assignor, including, without limitation, all applications and registrations for Assignor's: (a) trademarks, including, without limitation, the trademark registrations identified on Schedule 1 attached hereto and incorporated herein by reference; (b) copyrights; (c) patents, without limitation, the patent applications and registrations identified on Schedule 2 attached hereto and incorporated herein by reference; and (d) domain names, including without limitation, the domain name(s) identified on Schedule 3 attached hereto and incorporated herein by reference (collectively, the "Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Assignment but not otherwise defined herein are given meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, throughout the world, together with the goodwill of the business symbolized by the Intellectual Property, including, without limitation, any and all causes of action and other rights assertable under the Intellectual Property, the right but not the obligation to sue third parties for infringement of or improper activities regarding the Intellectual Property, and the right to enjoy all of the monetary benefits obtained as a result of any exploitation thereof or litigation related thereto, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment is absolute, exclusive and irrevocable.

3. Recordation and Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Assignment with applicable registrars and/or government authorities. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens relating to the Intellectual Property and all legal equivalents as may be

known or accessible to Assignor. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request of Assignee.

4. Transfer of Domain Names. Within thirty (30) days following the Closing Date, Assignor agrees to make all necessary or appropriate arrangements to complete and effectuate the transfer to Assignee of the entire right, title, interest and control in and to the domain names set forth on Schedule 3 attached hereto, including, for example, obtaining and promptly providing to Assignee relevant domain name transfer authorization codes, and Assignee will provide reasonable cooperation and assistance to Assignor. If the relevant domain name registrar allows for the electronic transfer of the domain names, then Assignor shall perform all steps necessary to transfer the domain names to Assignee electronically with the registrar.

5. Terms of the Purchase Agreement. This Assignment is subject to the terms, representations, warranties, covenants, agreements and indemnities of the Purchase Agreement. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Successors and Assigns. This Assignment shall bind and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns, including, without limitation, any entity into which Buyer merges or transfers substantially all of its assets.

8. Modification and Waiver. Neither this Assignment nor any term or provision hereof may be changed, modified, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by the Party against whom the enforcement of such change, modification, waiver, discharge or termination is sought.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, PDF, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on their respective behalves by their respective duly authorized officers all as of the day and year first above written.

Assignor:

PHOENIX PRODUCTS, INC.

By 

Name: Raymond M. Arth

Title: President

Assignee:

VALTERRA PRODUCTS, LLC

By _____

Name: George Grengs

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on their respective behalves by their respective duly authorized officers all as of the day and year first above written.

Assignor:

PHOENIX PRODUCTS, INC.


By _____

Name: Raymond M. Arth

Title: President

Assignee:

VALTERRA PRODUCTS, LLC

By  _____

Name: George Grengs

Title: Chief Executive Officer

SCHEDULE 1

REGISTERED TRADEMARKS

Trademark / Jurisdiction / Class / Services	Status	Application Number	Filing Date
		Registration Number	Registration Date
"Phoenix" Logo	Registered	1445032	06-30-1987
"DuraPro" Logo	Registered	2921972	02-01-2005
"Catalina" Logo	Unregistered	N/A	
"Freedom Faucets"	Unregistered	N/A	
"airfusion"	Unregistered	N/A	