TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM437656 Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT **EFFECTIVE DATE:** 12/28/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pentair Filtration, Inc.		08/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fleck Controls, LLC		
Street Address:	20580 Enterprise Avenue		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53008		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2949145	PENTEK

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 S. Main Street Address Line 4: Akron, OHIO 44308

NAME OF SUBMITTER: Terrence H. Link II	
SIGNATURE:	/thl/
DATE SIGNED:	08/02/2017

Total Attachments: 3

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> **TRADEMARK** REEL: 006121 FRAME: 0233

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("Assignment") is entered into as of _______, 2017, by PENTAIR FILTRATION, INC., a corporation organized and existing under the laws of Delaware and now known as "Plymouth Products, Inc.", having an address at 502 Indiana Avenue, Sheboygan, Wisconsin 53081, USA ("Assignor"), and FLECK CONTROLS, LLC, a limited liability company organized and existing under the laws of Delaware, having an address at 20580 Enterprise Avenue, Brookfield, Wisconsin 53008, USA ("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, 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, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- 1. Effective as of 28 December 2008, 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.

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- 4. This Assignment shall be governed by and construed in accordance with the laws of Delaware, 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 FILTRATION, INC.,

Acknowledgement:

FLECK CONTROLS, LLC

By: Pentair Residential Filtration,

LLC, its successor by merger

Title: Vice Peudent

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Schedule A

Trade Mark	Country	Application No.	Registration No.
PENTEK	United States	76/510,437	2,949,145

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RECORDED: 08/02/2017