

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pentair Flow Technologies, LLC		12/11/2013	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fire Research Corp.		
Street Address:	25 Southern Blvd.		
City:	Nesconset		
State/Country:	NEW YORK		
Postal Code:	11767		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1576186	FOAM PRO	
Registration Number:	1765664	FOAMPRO	
Registration Number:	3959352	TURBO STREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docketing@gchub.com		
Correspondent Name:	Wei Wei Jeang		
Address Line 1:	2709 Dublin Road		
Address Line 4:	Plano, TEXAS 75094		
NAME OF SUBMITTER:	Denise Wilson		
SIGNATURE:	/Denise Wilson/		
DATE SIGNED:	09/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made as of December 11, 2013 by and between Fire Research Corp., a New York corporation ("Buyer"), and Pentair Flow Technologies, LLC, a Delaware limited liability company ("Seller").

WHEREAS, Buyer and Seller entered into (i) that certain Asset Purchase Agreement (the "Purchase Agreement") and (ii) that certain Transition Services Agreement (the "TSA"), each dated as of the date hereof; and

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, conveyed, transferred, delivered, and assigned to Buyer, among other assets, certain intellectual property of Seller, including, without limitation, those trademarks and trademark applications listed on Schedule 1, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, in connection with the parties' obligations set forth in the Purchase Agreement and the TSA, the parties agree as follows:

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

2. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, delivers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks in the US Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, exhibits, agreements, notice procedures and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, exhibits, agreements, notice procedures 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.

5. Counterparts. This Trademark Assignment may be executed in one or more 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 Trademark Assignment delivered by facsimile, 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 Trademark Assignment.


6. Enforcement. The failure of either party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

PENTAIR FLOW TECHNOLOGIES, LLC

By: 
Name: Angela D. Lageson
Title: Secretary

AGREED TO AND ACCEPTED:

FIRE RESEARCH CORP.

By: _____
Name: Toh Meng
Title: President

[Signature Page to Trademark Assignment]


IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

PENTAIR FLOW TECHNOLOGIES, LLC

By: _____
Name: Angela D. Lageson
Title: Secretary

AGREED TO AND ACCEPTED:

FIRE RESEARCH CORP.

By:  _____
Name: Toh Meng
Title: President

[Signature Page to Trademark Assignment]

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED TRADEMARKS:

Trademark	Country	Filing Status	Filing Date	Application Number	Registration Date	Registration Number
ACCUMAX	China (PRC)	Pending	03/15/2010	8118163		
ACCUMAX	CTM (Europe)	Registered	06/16/2008	7014079	02/04/2009	7014079
ACCUMAX	Japan	Registered	06/13/2008	2008-46583	07/28/2012	5509932
ACCUMAX	United States	Registered	05/30/2008	77/487,753	05/26/2009	3625811
ACCUMAX	United States	Registered	02/05/2004	76/574,397	11/29/2005	3021524
FOAM PRO	United States	Registered	05/09/1989	73/798,825	01/09/1990	1576186
FOAMPRO	Australia	Registered	03/23/2010	1352170	03/23/2010	1352170
FOAMPRO	China (PRC)	Registered	03/15/2010	8118162	03/28/2011	8118162
FOAMPRO	Germany	Registered	08/16/2000	300613032	02/01/2001	300 61 303
FOAMPRO	United States	Registered	03/24/2010	77/967,685	09/14/2010	3847884
FOAMPRO (stylized)	United States	Registered	04/13/1992	74/264,824	04/20/1993	1765664
TURBO STREAM	Brazil	Pending	09/06/2010	830764658		
TURBO STREAM	China (PRC)	Registered	09/02/2010	8637801	09/21/2011	8637801
TURBO STREAM	India	Pending	09/09/2010	2021116		
TURBO STREAM	Japan	Registered	09/08/2010	2010-70692	04/15/2011	5406307
TURBO STREAM	Peru	Registered	09/07/2010	431345-2010	09/16/2010	P00175488
TURBO STREAM	United States	Registered	03/18/2010	77/962,815	05/10/2011	3,959,352

COMMON LAW TRADEMARKS:

POWER-FILL

POWERPRO