

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curtiss-Wright Flow Control Corporation		08/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Graco High Pressure Equipment Inc.		
Street Address:	88 11th Avenue NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736672	SPRAGUE	
CORRESPONDENCE DATA			
Fax Number:	612623698		
<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:	6126236698		
Email:	pto@graco.com		
Correspondent Name:	Paul Sherburne		
Address Line 1:	PO box 1441		
Address Line 4:	Minneapolis, MINNESOTA 55440-1441		
ATTORNEY DOCKET NUMBER:	T0493US		
NAME OF SUBMITTER:	Paul Sherburne		
SIGNATURE:	/Paul Sherburne/		
DATE SIGNED:	09/14/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into this 31st day of August, 2017, by and between Graco High Pressure Equipment Inc., a Minnesota corporation ("Buyer"), and Curtiss-Wright Flow Control Corporation, a New York corporation ("Seller" and together with Buyer, the "Parties" and each, a "Party").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of August 31, 2017, by and between the Parties (as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Buyer has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey, set over and deliver to Buyer, all right, title and interest of Seller in and to substantially all of the assets used by Seller in the conduct of its business including, without limitation, the "Business Intellectual Property" (as such term is defined in the Purchase Agreement).

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Buyer and Seller.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, Seller does hereby sell, transfer, assign, convey, set over and deliver to Buyer all right, title and interest of Seller in and to the Business Intellectual Property, including, but not limited to, the trademarks listed on Appendix A hereto, together with all goodwill associated with the Business Intellectual Property, all claims and causes of action relating to infringement of the Business Intellectual Property, and all obligations related to the maintenance, reexamination, reissue, and extension of the Business Intellectual Property.

2. Waiver of Claims. Seller does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Business Intellectual Property, and does hereby agree that no rights in or to any of the Business Intellectual Property shall be retained by Seller.

3. Further Assurances. From and after the date hereof, Seller shall execute such further instruments of assignment as Buyer, or its successors or assigns, may reasonably request in order to evidence the assignment of the Business Intellectual Property evidenced hereby.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law; Jurisdiction. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE LOCATED IN WILMINGTON AND THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE AND THE RESPECTIVE APPELLATE COURTS THEREOF OVER ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO SUCH SUIT, ACTION OR OTHER PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DISPUTE RELATING HERETO.

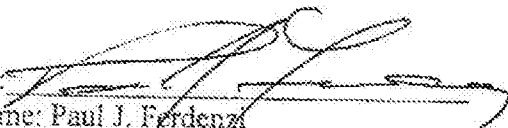
6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. The reproduction of signatures by means of a telecopying device or PDF and submitted by electronic mail shall be treated as though such reproductions are executed originals and each party hereto covenants and agrees to provide the other parties hereto with a copy of this Assignment Agreement bearing original signatures within ten (10) business days following transmittal by facsimile but failure to so provide shall not affect the validity of execution and delivery of this Assignment Agreement as provided above.

(signature pages follow)

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLER:

CURTISS-WRIGHT FLOW CONTROL CORPORATION

By: 
Name: Paul J. Ferdenzi
Title: Secretary

THE STATE OF NEW JERSEY :

COUNTY OF MORRIS :

The foregoing instrument was acknowledged before me this 29th day of August, 2017, by Paul J. Ferdenzi, Secretary of Curtiss-Wright Flow Control Corporation, for and on behalf of said corporation.

[SEAL]


Notary Public, State of New Jersey

RUTH ROCKY
A Notary Public of New Jersey
My Commission Expires March 21, 2021

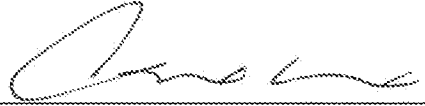
[Signature Page Intellectual Property Assignment and Assumption Agreement]

TRADEMARK

REEL: 006155 FRAME: 0101

BUYER:

GRACO HIGH PRESSURE EQUIPMENT INC.

By: 

Name: Christian Rothe
Title: President

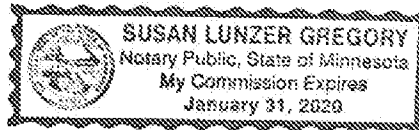
STATE OF MINNESOTA :

COUNTY OF HENNEPIN :

The foregoing instrument was acknowledged before me this ^{31st} day of August, 2017, by Christian Rothe, President of Graco High Pressure Equipment Inc., for and on behalf of said corporation.

[SEAL]


Notary Public, State of Minnesota



[Signature Page Intellectual Property Assignment and Assumption Agreement]

APPENDIX A

Registered Trademarks

Mark	Country	Filing Date	Application Number	Registration Date	Registration Number
SPRAGUE	Canada	7/9/2002	1,146,232	5/5/2004	609,430
SPRAGUE	China	9/11/1997	970095613	11/14/1998	1223264
SPRAGUE	United Kingdom	5/23/2003	2333064	2/27/2004	2333064
SPRAGUE	United States	2/15/2002	78/109,107	7/15/2003	2,736,672

Common Law Trademarks

POWERSTAR™