

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xylem Water Solutions U.S.A., Inc.		10/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flowtronex PSI, LLC		
<b>Street Address:</b>	10661 Newkirk Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75220		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1634368	WATER EQUIPMENT TECHNOLOGIES, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	914 323 5988		
<b>Email:</b>	peter.vanwinkle@xyleminc.com		
<b>Correspondent Name:</b>	Peter H. Van Winkle		
<b>Address Line 1:</b>	1 International Drive		
<b>Address Line 4:</b>	Rye Brook, NEW YORK 10573		
<b>NAME OF SUBMITTER:</b>	Peter H. Van Winkle		
<b>SIGNATURE:</b>	/Peter H. Van Winkle/		
<b>DATE SIGNED:</b>	10/19/2017		
<b>Total Attachments: 2</b>			
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TRADEMARK ASSIGNMENT

WHEREAS, Xylem Water Solutions U.S.A., Inc. , a corporation of the State of Delaware, having a principal office at 14125 South Bridge Circle, Charlotte, North Carolina 28273 (“XWS USA”), owns all right, title, and interest in the trademarks (registered and unregistered) identified in Schedule A (hereinafter “the Marks”) together with the goodwill of the business symbolized by the Marks; and

WHEREAS, Flowtronex PSI, LLC, a corporation of the State of Nevada having a principal office at 10661 Newkirk Road, Dallas, Texas 75220 (“FLOWTRONEX”) desires to acquire and own XWS USA’s entire right, title, and interest in and to, in all countries throughout the world, the Marks identified in Schedule A together with the goodwill of the business symbolized by the Marks.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, XWS USA hereby sells, assigns, transfers, and sets over to FLOWTRONEX, its lawful successors and assigns, XWS USA’s entire right, title, and interest in and to the Marks identified in Schedule A and the goodwill of the business symbolized by the Marks; and XWS USA hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue registrations for such Marks on any applications identified in Schedule A, to issue all registrations for such Marks to FLOWTRONEX, its successors and assigns, in accordance with the terms of this Assignment;

XWS USA HERBY further transfers and assigns to FLOWTRONEX all causes of action, rights, and remedies arising under any of the Marks occurring prior to or after the effective date of this Agreement, including but not limited the right to sue for past, present and future infringement;

XWS USA HEREBY further covenants that XWS USA has the full right to convey the interest assigned by this Assignment, XWS USA will take all action and execute all documents necessary to perfect the interest assigned hereby;

AND, XWS USA HEREBY further covenants and agrees that XWS USA, through its officers and employees, will, without further consideration, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Marks in said FLOWTRONEX, its successors and assigns, make all rightful oaths and declarations, and generally do everything reasonably possible to aid FLOWTRONEX, its successors and assigns, to obtain and enforce proper trademark protection under the Marks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by FLOWTRONEX, its successors and assigns.

IN TESTIMONY WHEREOF, XWS USA has caused its duly authorized representative to execute this Assignment.

Xylem Water Solutions U.S.A., Inc.

By: 

Name: Peter H. Va. Wahlbe

Title: Vice President

Date: October 19, 2017

Schedule A

Mark	Country	Status	Application Date	Application No	Registration Date	Registration No
WATER EQUIPMENT TECHNOLOGIES, INC.	US	REGISTERED	03-Nov-88	73761596	05-Feb-91	1634368