

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456796

<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>
Olson Irrigation Systems		06/30/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neptune-Benson, LLC		
<b>Street Address:</b>	6 Jefferson Drive		
<b>City:</b>	Coventry		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02816		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1426477	WHEN WATER COUNTS	
<b>Registration Number:</b>	1507008	E-Z ELL	
<b>Registration Number:</b>	2886468	VACLEEN	
<b>Registration Number:</b>	4125417	VACLEEN AUTOMATIC FILTRATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F174498 ASMT		
<b>NAME OF SUBMITTER:</b>	Emily Ohannessian		
<b>SIGNATURE:</b>	/Emily Ohannessian/		
<b>DATE SIGNED:</b>	01/04/2018		
<b>Total Attachments: 3</b>			

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## ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 30th day of June, 2017, by OLSON IRRIGATION SYSTEMS, a California company, with an address at 10910 Wheatlands Ave., Santee, CA 92071 ("Assignor"), to NEPTUNE-BENSON, LLC, a Delaware limited liability company, with an address at 6 Jefferson Drive, Coventry, RI 02816 ("Assignee").

### RECITALS

Assignee and Assignor are parties to a Stock Purchase Agreement dated as of June 30, 2017 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Intellectual Property Rights (as defined in the Agreement), including, without limitation, the Trademark Rights (as defined below). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademark Rights.

### ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest in and to any and all registered trademarks and trademark applications owned by the Assignor, and any common law rights related to the foregoing, including the trademarks listed on Schedule 1 and any and all counterpart United States, international and foreign trademarks and trademark applications based upon or covering any portion of the foregoing, and all renewals, together with the goodwill of the business which is symbolized by the trademarks (collectively the "Trademark Rights").

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Trademark Rights, and (ii) to apply in any or all countries of the world for governmental grants for the Trademark Rights under any convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all trademarks which may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at no cost or expense to Assignor, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademark Rights. Such assistance shall include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney or other papers and other assistance reasonably necessary for filing trademark applications and conducting prosecution, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Trademark Rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment of Trademark Rights,

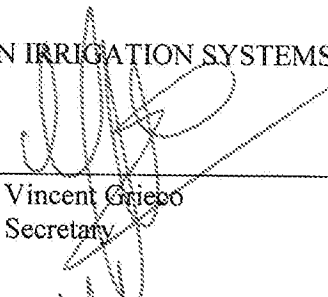
Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark Rights shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark Rights as of the date first above written.

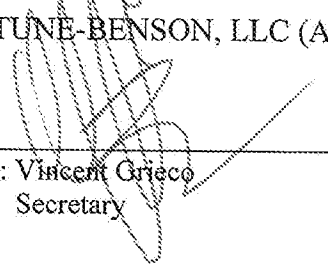
OLSON IRRIGATION SYSTEMS (ASSIGNOR)

\_\_\_\_\_  
Date

By   
Name: Vincent Grieco  
Title: Secretary

NEPTUNE-BENSON, LLC (ASSIGNEE)

\_\_\_\_\_  
Date

By   
Name: Vincent Grieco  
Title: Secretary

**Schedule 1**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
WHEN WATER COUNTS	US	1,426,477	27-Jan-1987
E-Z ELL	US	1,507,008	4-Oct-1988
VACLEEN	US	2,886,468	21-Sep-2004
	Mexico	832,637	25-May-2004
	Chile	629,595	27-Aug-2014
	European Community	3513405	6-Jun-2005
VACLEEN AUTOMATIC FILTRATION	US	4,125,417	10-Apr-2012