

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458691

<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>
Flowserve Management Company		07/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMB Valves S.P.A.		
<b>Street Address:</b>	Via Europa, 7		
<b>Internal Address:</b>	I-24069		
<b>City:</b>	Cenate Sotto (BG)		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	Società Per Azioni (Spa): ITALY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71167590	VOGT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026268305		
<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>	2026268305		
<b>Email:</b>	dmullarkey@polsinelli.com, trademark@polsinelli.com		
<b>Correspondent Name:</b>	Daniel P. Mullarkey		
<b>Address Line 1:</b>	Polsinelli PC		
<b>Address Line 2:</b>	1401 I Street, NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	085206-583571-2734		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel Mullarkey		
<b>Address Line 1:</b>	Polsinelli PC		
<b>Address Line 2:</b>	1401 I Street, NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Daniel P. Mullarkey		
<b>SIGNATURE:</b>	/dan mullarkey/		

CH \$40.00 71167590

<b>DATE SIGNED:</b>	01/19/2018
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made and entered into as of July 5, 2017, by and between Flowserve Management Company, a Delaware corporation having offices at 5215 N. O’Connor Blvd., Suite 2300, Irving, Texas 75039 (“Assignor”) and OMB Valves S.P.A., a company organized under the laws of the Republic of Italy having offices at Via Europa 7, 24069 Cenate Sotto (BG), registered with the Companies’ Registry of Bergamo no. 00339600165 (“Assignee”), pursuant to that certain Asset Purchase Agreement, by and between Flowserve US Inc., a Delaware corporation (“Flowserve”), and Assignee, dated as of July 5, 2017 (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

### RECITALS

WHEREAS, Assignor is an affiliate of Flowserve and, pursuant to the Purchase Agreement, Flowserve has agreed to cause Assignor to transfer and assign unto Assignee certain intellectual property owned by Assignor; and

WHEREAS, pursuant to the terms and conditions of this Assignment and the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under those trademarks listed in Exhibit A (the “Marks”), and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Assignment. For the consideration set forth in the Purchase Agreement, of which Assignor is an indirect beneficiary, and intending to be legally bound, Assignor hereby assigns, sells, transfers, and conveys unto Assignee and its successors and assigns, Assignor’s entire right, title, and interest in and to the Marks, together with that part of the good will of Assignor’s business connected with the use of and symbolized by the Marks and the registrations thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

2. Further Actions. Assignor will (a) execute and deliver such further instruments and documents and take such other actions as Assignee may reasonably request in order to effectuate the purposes of this Assignment and to carry out the terms hereof, and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations, and agreements, or otherwise to consummate and make effective the transactions contemplated by this Assignment.

3. Authorization. Assignee hereby authorizes the Commissioner of Patents and Trademarks and the Librarian of Congress of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Marks to Assignee as purchaser and assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all registration certificates and other items referred to above which may issue with respect to the Marks.

4. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

5. Choice of Law. The terms and provisions of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

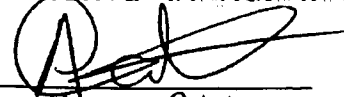
6. General. Assignor and Assignee acknowledge and agree that the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

FLOWSERVE MANAGEMENT COMPANY

By 

Name: Akshar Patel  
Title: Vice President

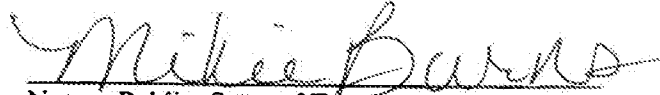
STATE OF TEXAS

§  
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COUNTY OF DALLAS

This instrument was acknowledged before me on 5 July 2017, by Akshar Patel the Vice President of Flowserve Management Company, a Delaware corporation, on behalf of said corporation.



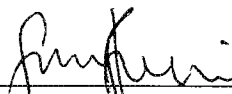
  
Notary Public, State of Texas

Mikie Burns  
Printed Name of Notary

7-7-2019  
Date Commission Expires

**ASSIGNEE:**

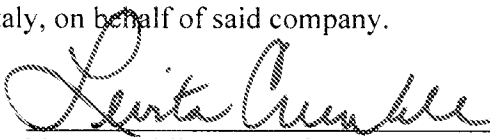
OMB VALVES S.P.A.

By:   
Name: Simone Brevi  
Title: Chief Executive Officer

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on July 5th, 2017, by SIMONE BREVI, the CEO of OMB Valves S.P.A., a company organized under the laws of the Republic of Italy, on behalf of said company.

[SEAL]

  
Notary Public, State of Texas  
Levita Crumble  
Printed Name of Notary

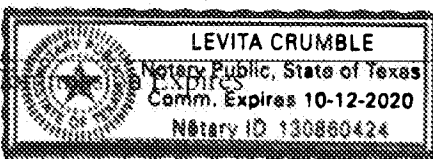
Date                                         
LEVITA CRUMBLE  
Notary Public, State of Texas  
Comm. Expires 10-12-2020  
Notary ID: 130880424

Exhibit A

Trademark	Country	Class	Client Ref	Owner	App. No.	Filed	Reg. No.	Issued	Status	Renewal Due
VOGT	Australia	6	FCD	Flowserve Management Company	518051		518051	29-Aug-1989	Renewed	29-Aug-2026
VOGT	Benelux	6	FCD	Flowserve Management Company	490411	05-Jan-1990	0757757	05-Jan-1990	Renewed	05-Jan-2020
VOGT	Canada		FCD	Flowserve Management Company	1169636	28-Feb-2003	TMA660738	14-Mar-2006	Renewed	14-Mar-2021
VOGT	China	6	FCD	Flowserve Management Company	94/041853	03-May-1994	836505	14-Mar-2006	Renewed	06-May-2026
VOGT	Germany	11	FCD	Flowserve Management Company			2023751	04-Nov-1992	Renewed	31-May-2021
VOGT	Italy	6	FCD	Flowserve Management Company		29-Sep-1989	1258385	17-Feb-1992	Renewed	29-Sep-2019
VOGT	Japan	06 , 07 , 17 , 19 , 20	FCD	Flowserve Management Company	S50/058897	19-May-1975	1404930-12	31-Jan-1980	Renewed	31-Jan-2020
VOGT	Korea	07 , 11	FCD	Flowserve Management Company	38501/2001	30-Aug-2001	535814	26-Nov-2002	Renewed	26-Nov-2022
VOGT	Malaysia	6	FCD	Flowserve Management Company		06-Sep-1989	89/05439	23-Jul-1994	Renewed	06-Sep-2020
VOGT	Mexico	6	FCD	Flowserve Management Company	496234	16-Jul-2001	744418	30-Apr-2002	Licensed	16-Jul-2021
VOGT	Mexico	09 , 11	FCD	Flowserve Management Company		30-Nov-1990	415707	30-Nov-1990	Licensed	30-Nov-2020
VOGT	Mexico	35	FCD	Flowserve Management Company	1083937	22-Apr-2010	1206555	15-Mar-2011	Licensed	22-Apr-2020
VOGT	Mexico	37	FCD	Flowserve Management Company	1083938	22-Apr-2010	1214688	29-Apr-2011	Licensed	22-Apr-2020
VOGT	Mexico	39	FCD	Flowserve Management Company	1083939	22-Apr-2010	1157463	10-May-2010	Licensed	22-Apr-2020
VOGT	New Zealand	6	FCD	Flowserve Management Company	21481	07-Nov-1991	214281	07-Nov-1991	Renewed	07-Nov-2022
VOGT	Saudi Arabia	6	FCD	Flowserve Management Company	20386	06-Mar-1993	298/12	26-Dec-1993	Renewed	11-Apr-2022

VOGT	Singapore	6	FCD	Flowserve Management Company	T89/05839C	05-Sep- 1989	T89/05839C	05-Sep- 1996	Renewed	05-Sep- 2026
VOGT	Taiwan	6	FCD	Flowserve Management Company	90011033	16-May- 1990	1018631	16-May- 1990	Renewed	15-Oct- 2022
VOGT	U.A.E.	6	FCD	Flowserve Management Company	3350	13-Nov- 1993	2904	11-Nov- 1995	Renewed	13-Nov- 2023
VOGT	USA	6	FCD	Flowserve Management Company	71/167590	29-Jul- 1922	168898	29-May- 1923	Renewed	29-May- 2023
VOGT	Venezuela	6	FCD	Flowserve Management Company	93-3443	05-Mar- 1993	P-179952	01-Sep- 1995	Renewed	01-Sep- 2030
VOGT	Vietnam	6	FCD	Flowserve Management Company	13193	07-May- 1993	10964	28-Jan- 1994	Renewed	07-May- 2023