

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Constellation Pumps Corporation		12/11/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCOR Precision Metering, LLC		
Street Address:	30 Corporate Drive, Suite 200		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2548685	ZEDRIVE	
Registration Number:	674143	ZENITH	
Registration Number:	1133502	ZENITH	
CORRESPONDENCE DATA			
Fax Number:	9199992798		
<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:	919-636-4767		
Email:	bjackson@kdbfirm.com		
Correspondent Name:	Kacvinsky Daisak Bluni PLLC		
Address Line 1:	101 Carnegie Center		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Barbara j. jackson		
SIGNATURE:	/BarbaraJjackson/		
DATE SIGNED:	02/14/2018		
Total Attachments: 5			
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Trademark Assignment

This Trademark Assignment (the "Assignment"), effective as of December 11, 2017 (the "Effective Date"), is hereby made by and between Constellation Pumps Corporation, a Delaware corporation ("Assignor") and CIRCOR Precision Metering, LLC, a Delaware limited liability company ("Assignee") (each a "Party" and collectively the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Colfax Corporation, the parent of Assignor ("Seller"), and CIRCOR International, Inc., the parent of Assignee ("Buyer"), have entered into that certain Purchase Agreement, dated as of September 24, 2017 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor and Buyer has agreed to cause Assignee to enter into this Assignment;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the FH IP (as defined in the Purchase Agreement); and

WHEREAS, Assignor owns the trademarks, trademark registrations, and trademark applications identified in Exhibit A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to:
 - i. the trademarks shown in Exhibit A, together with the goodwill of the business symbolized by said trademarks;
 - ii. the trademark registrations and trademark applications shown in Exhibit A; and
 - iii. all benefits, privileges, causes of action, common law rights, and remedies relating to the trademarks, trademark registrations, and trademark applications, including, without limitation, all of Assignor's rights to (a) apply for, prosecute, and maintain all applications or registrations, renewals, and/or extensions thereof, (b) bring actions and recover damages for past, present, and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein,

including (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein, and (b) the prosecution or defense by Assignee of any interference, opposition, cancellation, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

3. Recordation. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such recordations shall be paid by Assignee. Assignor hereby authorizes and requests that the USPTO, and any official of any country or countries foreign to the United States whose duty is to record documents evidencing ownership of trademarks and applications/registrations therefor, to record Assignee as owner of the trademarks, trademark registrations, and trademark applications assigned to Assignee in this Assignment.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in New York, New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.


ASSIGNOR:

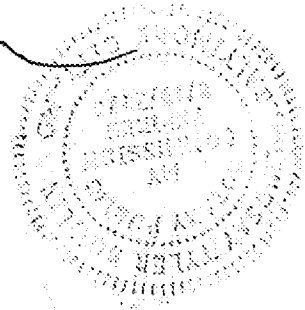
CONSTELLATION PUMPS CORPORATION

By: 

Name: Mark Paul Lehman

Title: Vice President, Assistant Secretary

Notarization: 



Acknowledged and Accepted:

ASSIGNEE:

CIRCOR PRECISION METERING, LLC

By: 

Name: Jennifer H. Allen

Title: Secretary

Notarization:

Jacqueline A. Lucas

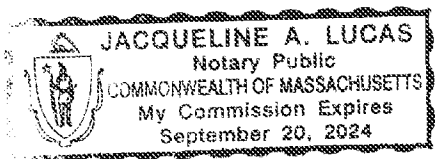


Exhibit A

Country	Mark	Serial No.	Filing Date	Reg Number	Reg. Date	Status	Org. Name
United States of America	ZeDRIVE - wordmark	75495484	Jun 3, 1998	2548685	Mar 19, 2002	Registered	Constellation Pumps Corporation
United States of America	ZENITH - wordmark	72052994	Jun 5, 1958	674143	Feb 17, 1959	Registered	Constellation Pumps Corporation
Argentina	ZENITH - wordmark	1329488	Apr 26, 1982	2934879	Aug 6, 1999	Registered	Constellation Pumps Corporation
Brazil	ZENITH - wordmark	828863946	Nov 10, 2006	828863946	Sep 8, 2009	Registered	Constellation Pumps Corporation
Canada	ZENITH - wordmark	1319657	Oct 11, 2006	TMA734643	Feb 17, 2009	Registered	Constellation Pumps Corporation
China	ZENITH - wordmark	28880	Aug 9, 1985	254218	Jun 30, 1986	Registered	Constellation Pumps Corporation
China	ZENITH - wordmark	28881	Aug 9, 1985	286166	May 10, 1987	Registered	Constellation Pumps Corporation
United Kingdom	ZENITH - wordmark	2435753	Oct 11, 2006	2435753	Oct 11, 2006	Registered	Constellation Pumps Corporation
Indonesia	ZENITH - wordmark	D002011015673	Apr 21, 2011	IDM0003379203	Dec 14, 2012	Registered	Constellation Pumps Corporation
India	ZENITH - wordmark	1497887	Oct 19, 2006	1497887	Aug 21, 2012	Registered	Constellation Pumps Corporation
Mexico	ZENITH - wordmark	210306	Aug 31, 1994	667636	Jun 28, 2000	Registered	Constellation Pumps Corporation
Singapore	ZENITH - wordmark	T1105282F	Oct 22, 2010	009914722	Apr 21, 2011	Registered	Constellation Pumps Corporation
Taiwan R.O.C.	ZENITH - wordmark	(93)54373	Aug 23, 1994	683870	Jul 16, 1995	Registered	Constellation Pumps Corporation
United States of America	ZENITH - wordmark	73186595	Sep 22, 1978	1133502	Apr 22, 1980	Registered	Constellation Pumps Corporation
Vietnam	ZENITH	4201107563					Constellation Pumps Corporation