

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proserv Gilmore Holdings LLC		03/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Proserv Gilmore Valve LLC		
Street Address:	Proserv House, Prospect Road		
City:	Westhill, Aberdeenshire		
State/Country:	SCOTLAND		
Postal Code:	AB32 6FJ FAO		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3862833	GVC	
Registration Number:	3862828	GILMORE	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	ANDREA DE VOS C/O WILLKIE FARR & GALLAGHER LLP		
Address Line 1:	787 SEVENTH AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123544.00002 AD		
NAME OF SUBMITTER:	Andrea S. de Vos		
SIGNATURE:	/andreasdevos/		
DATE SIGNED:	03/09/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of March 7, 2018 (the “Effective Date”), is entered into by and between Proserv Gilmore Holdings LLC, a Delaware corporation (“Assignor”) and Proserv Gilmore Valve LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the date hereof, by and between Assignor and Assignee, Assignor agreed to contribute, transfer, assign, convey and deliver all of Assignor’s right, title and interest in and to: (i) the patents and the filed and unfiled patent applications set forth on Schedule A hereto (the “Patents”); (ii) the trademark applications and registrations therefor set forth on Schedule A hereto, together with the goodwill associated therewith (the “Trademarks”); and (iii) the domain names and registrations therefor set forth on Schedule A hereto (the “Domain Names”) that Assignor owns on the date hereof (collectively, the “Assigned IP”), to Assignee; and

WHEREAS, Assignor desires to contribute, transfer, assign, convey and deliver all of Assignor’s right, title and interest in and to the Assigned IP to Assignee, and Assignee desires to receive all right, title and interest of Assignor in and to the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which is acknowledged by the parties hereto, and intending to be legally bound hereby, the parties do hereby covenant and agree as follows:

1. Assignor does hereby irrevocably contribute, transfer, assign, convey and deliver to Assignee, its successors and assigns, and Assignee accepts from Assignor, all of Assignor’s right, title and interest in and to the Assigned IP, and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Assigned IP, including all right to damage and profits, due or accrued, throughout the world.
2. Assignor shall cooperate with Assignee to transfer the Domain Names electronically from such Assignor’s or other record owner’s account to Assignee’s account. Assignor hereby authorizes and requests any and all applicable registration authority(ies) to transfer the Domain Names from Assignor, or the applicable record owner, to Assignee.
3. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign offices.
4. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.
5. Nothing contained in this Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Contribution Agreement, and this Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Contribution Agreement, all of which survive execution and delivery of this Agreement as set forth in the Contribution

Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

6. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

8. From and after the Effective Date, and from time to time at the reasonable request of Assignee, and at Assignee's expense, Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Agreement (and in the Contribution Agreement with respect to this Agreement), or to give effect to the transactions contemplated by this Agreement (and by the Contribution Agreement with respect to this Agreement).

9. This Agreement may be executed and delivered either originally or by facsimile, or similar electronic means, and in one or more counterparts, each of which shall be considered an original document, but all of which together shall be considered one and the same document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered effective as of the date first above written.

PROSERV GILMORE HOLDINGS LLC

By: *D. Larssen*
Name: Davis Larssen
Title: Vice President, Chief Operating Officer
and Secretary

PROSERV GILMORE VALVE LLC

By: *D. Larssen*
Name: Davis Larssen
Title: Vice President, Chief Operating Officer
and Secretary

[IP Assignment Agreement]

Schedule A-I**PATENTS**

Title	Owner	Jurisdiction	Publication/ Patent No.	Publication/ Issue Date	App. No.	App. Date
BOP Operating System With Quick Dump Valve	Proserv Gilmore Holdings LLC	United States	6,655,405	02.12.2003	09/910,245	20.07.2001
BOP Operating System With Quick Dump Valve	Proserv Gilmore Holdings LLC	United States	6,779,543	24.08.2004	10/605,818	29.10.2003
Chatter Resistant Shuttle Valve	Proserv Gilmore Holdings LLC	United States	7,159,605	09.01.2007	10/604,676	08.08.2003
Chatter Resistant Shuttle Valve	Proserv Gilmore Holdings LLC	United States	7,243,671	17.07.2007	11/564,829	29.11.2006
Connection Lock	Proserv Gilmore Holdings LLC	United States	-	-	62/621,956	25.01.2018
Dirty Fluid Valve With Mechanical Latch	Proserv Gilmore Holdings LLC	United States	6,520,478	18.02.2003	09/982,710	18.10.2001
Dirty Fluid Pressure Regulator And Control Valve	Proserv Gilmore Holdings LLC	United States	2015-01911997A1	09.07.2015	14/580,419	23.12.2014
Dual Energized Hydroseal	Proserv Gilmore Holdings LLC	United States	6,702,024	09.03.2004	10/017,097	14.12.2001
Dual Energized Hydroseal	Proserv Gilmore Holdings LLC	United States	7,073,590	11.07.2006	10/796,546	09.03.2004
Dynamic Variable Orifice	Proserv Gilmore Holdings LLC	United States	9,880,566	30.01.2018	15/191,096	23.06.2016
Flow Control Hemispherical Wedge Valve	Proserv Gilmore Holdings LLC	United States	9,097,351	04.08.2015	12/889,622	24.09.2010
Fluid Flow Control Valve	Proserv Gilmore Holdings LLC	United States	7,225,831	05.06.2007	10/604,494	25.07.2003
Hard Swap Shuttle Valve	Proserv Gilmore Holdings LLC	United States	9,719,600	01.08.2017	14/718,973	21.05.2015
High Performance Subsea Pressure Regulator	Proserv Gilmore Holdings LLC	United States	9,657,850	23.05.2017	14/837,192	27.08.2015
Hydraulic Latching Spool Valve	Proserv Gilmore Holdings LLC	United States	6,497,251	24.12.2002	09/923,379	06.08.2001
Improved Shear Seal Assembly	Proserv Gilmore Holdings LLC	PCT	-	-	PCT/US2017/051550	14.09.2017
Improved Shear Seal Assembly	Proserv Gilmore Holdings LLC	United States	-	-	15/705,036	14.09.2017
Key Seal And Valve	Proserv Gilmore Holdings LLC	United States	9,423,031	23.08.2016	14/067,398	30.10.2013
Key Seal And Valve	Proserv Gilmore Holdings LLC	United States			15/231,001	08.08.2016
Latching Hydroseal Valve	Proserv Gilmore Holdings LLC	United States	6,474,362 B1	05.11.2002	09/957,208	20.09.2001
Latching Poppet Valve	Proserv Gilmore Holdings LLC	United States	2017-0097100-	06.04.2017	15/264,253	13.09.2016



			A1			
Low Blow Down Relief Valve	Proserv Gilmore Holdings LLC	United States	6,571,822 B2	03.06.2003	09/923,866	06.08.2001
Low Friction Hydraulic Circuit Control	Proserv Gilmore Holdings LLC	PCT	-	-	PCT/US2017/051567	14.09.2017
Low Friction Hydraulic Circuit Control	Proserv Gilmore Holdings LLC	United States	-	-	15/705,013	14.09.2017
Low Interflow Hydraulic Shuttle Valve	Proserv Gilmore Holdings LLC	United States	6,318,400 B1	20.11.2001	09/452,594	01.12.1999
Low Interflow Hydraulic Shuttle Valve	Proserv Gilmore Holdings LLC	United States	6,257,268	10.07.2001	09/653,415	01.09.2000
Modular Directional Control Valve	Proserv Gilmore Holdings LLC	United States	2015-0191996 A1	09.07.2015	14/523,424	24.10.2014
Non-Interflow Directional Control Valve	Proserv Gilmore Holdings LLC	United States	-	-	15/358,042	21.11.2016
Precision Regulator	Proserv Gilmore Holdings LLC	United States	6,568,418 B1	27.05.2003	09/640,401	16.08.2000
Pressure Biased Shuttle Valve	Proserv Gilmore Holdings LLC	United States	6,257,268	10.07.2001	09/653,415	01.09.2000
Pressure Regulator With User Selectable Dampening	Proserv Gilmore Holdings LLC	United States	-	-	62/561,783	22.09.2017
Regulator With Erosion Resistant Seal Assemblies	Proserv Gilmore Holdings LLC	United States	6,843,266 B2	18.01.2005	10/249,336	01.04.2003
Regulator With Segmented Body	Proserv Gilmore Holdings LLC	United States	6,805,360 B2	19.10.2004	10/269,361	11.10.2002
Regulator With Segmented Body	Proserv Gilmore Holdings LLC	United States	6,481,454 B2	19.11.2002	09/933,377	20.08.2001
Relief Valve	Proserv Gilmore Holdings LLC	United States	6,651,696 B2	25.11.2003	09/957,009	20.09.2001
Robust In-Line Valve	Proserv Gilmore Holdings LLC	United States	2017-0146139 A1	25.05.2017	15/357,974	21.11.2016
Shuttle Valve With Durable Soft Seal	Proserv Gilmore Holdings LLC	United States	-	-	15/260,662	09.09.2016
Single Pilot Dual Pulse Spool Valve	Proserv Gilmore Holdings LLC	United States	6,527,010 B1	04.03.2003	09/948,846	07.09.2001
Stacked Shuttle Valve	Proserv Gilmore Holdings LLC	United States	2015-0369002 A1	24.12.2015	14/743,813	18.6.2015

UNFILED PATENT APPLICATIONS


Title	Owner	Jurisdiction
Regulator with User	Proserv Gilmore	United

Selectable Dampening	Holdings LLC	States
Miniature Relief Valve	Proserv Gilmore Holdings LLC	United States
Micro Hydraulics Valve	Proserv Gilmore Holdings LLC	United States

TRADEMARKS¹

Mark	Owner	Jurisdiction	Status	App./Reg. No.	App./Reg. Date
 GILMORE GILMORE & Design (Stallion Centered)	Proserv Gilmore Holdings LLC	European Union	Registration	8893018	18.02.2010
	Proserv Gilmore Holdings LLC	Norway	Registration	255732	18.02.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1189321	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1165804	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1196688	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1160684	17.03.2010
	Proserv Gilmore Holdings LLC	Australia	Registration	1346528	19.02.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830547975	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548041	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548149	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548009	16.03.2010
	Proserv Gilmore Holdings LLC	Canada	Registration	TMA813139	18.02.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119850	15.03.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119852	15.03.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119853	15.03.2010
 GVC GVC & Design (Stallion)	Proserv Gilmore Holdings LLC	European Union	Registration	8894834	18.02.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1191369	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1165805	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1196689	17.03.2010
	Proserv Gilmore Holdings LLC	Mexico	Registration	1160685	17.03.2010

¹ The assignment includes the scheduled trademark applications and any trademark registrations that have resulted or do result from such trademark applications.

	Holdings LLC				
	Proserv Gilmore Holdings LLC	United States	Registration	3862833	17.09.2009
	Proserv Gilmore Holdings LLC	Australia	Registration	1346567	19.02.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548092	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548122	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548076	16.03.2010
	Proserv Gilmore Holdings LLC	Brazil	Application	830548025	16.03.2010
	Proserv Gilmore Holdings LLC	Norway	Registration	255799	19.02.2010
	Proserv Gilmore Holdings LLC	Canada	Registration	TMA817701	18.02.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119854	21.05.2011
	Proserv Gilmore Holdings LLC	Venezuela	Registration	2010-004048	17.03.2010
	Proserv Gilmore Holdings LLC	Venezuela	Registration	2010-004049	17.03.2010
	Proserv Gilmore Holdings LLC	Venezuela	Registration	2010-004050	17.03.2010
	Proserv Gilmore Holdings LLC	Venezuela	Registration	2010-004051	17.03.2010
 GILMORE & Design (Stallion running above to the right)	Proserv Gilmore Holdings LLC	United States	Registration	3862828	17.09.2009
	Proserv Gilmore Holdings LLC	China	Registration	8119846	15.03.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119849	15.03.2010
	Proserv Gilmore Holdings LLC	China	Registration	8119848	15.03.2010

DOMAIN NAMES

Name	Record Owner
Gilmorevalve.com	Proserv Gilmore Holdings LLC
Gilmorevalve.net	Proserv Gilmore Holdings LLC