

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SprinkFLEX, LLC		03/30/2018	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Anvil International, LLC		
Street Address:	2 Holland Way		
City:	Exeter		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03833		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4011729	SPRINKFLEX	
Registration Number:	3953163	SPRINKFLEX	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	A1185.20041US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	04/05/2018		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is effective as of March 30, 2018 and is entered into between FlexHead Industries, Inc., a Massachusetts corporation (“**FlexHead**”), SprinkFLEX, LLC, a Massachusetts limited liability company (“**SprinkFLEX**” and, together with FlexHead, the “**Assignors**”), and Anvil International, LLC, a Delaware limited liability company (the “**Assignee**”). The Assignors and the Assignee are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The Assignors are the owners of the Trademarks included in the Intellectual Property Assets (the “**Trademarks**”), as set forth on Schedule A hereto;

B. The Assignors and the Assignee are Parties to that certain that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “**Purchase Agreement**”), governing, among other things, the purchase and sale of the Purchased Assets and the assignment and assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

C. Pursuant to the Purchase Agreement, on the terms and subject to the conditions thereof, among other things, the Assignors have agreed to sell, assign, hypothecate, transfer and convey and assign to the Assignee all of its right, title and interest in, to and under the Trademarks, and the Assignee has agreed to purchase, acquire, accept and assume from the Assignors such Trademarks on the terms and conditions set forth in the Purchase Agreement; and

D. In connection with the Purchase Agreement, the Assignors have agreed to transfer substantially all of the assets of the business to which the Trademarks relate, and that such business is ongoing; and

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, hypothecate, transfer and convey to the Assignee, its successors and permitted assigns, and Assignee does hereby purchase, acquire, accept and assume from the Assignors, all of each Assignors’ right, title and interest in, to and under the Trademarks, together with that portion of Assignors’ business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made, together with all causes of action

for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors hereby request the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement and is being executed and delivered pursuant to the Purchase Agreement. In the event of any conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Upon reasonable request by the Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Trademarks in the Assignee or which may be necessary to obtain, renew, or issue the Trademarks.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. The Parties to this Trademark Assignment need not execute the same counterpart.

6. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction of the Federal District Court located in the District of Delaware or the Delaware Chancery Court in New Castle County, Delaware, for any Action arising out of or based upon this Trademark Assignment, and hereby irrevocably and unconditionally waive any objection to the laying of venue of any Action in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum.

7. This Trademark Assignment may be amended, supplemented or otherwise modified only by a written instrument duly executed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party of a breach of any provision of this Trademark Assignment, whether intentional or not, shall not operate or be construed as a waiver of any

subsequent breach. No delay or omission on the part of any Party in exercising any right, power, or remedy under this Trademark Assignment shall operate as a waiver thereof.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

9. This Trademark Assignment includes, without limitation, the right to sue for past, present and future infringement of the interests assigned in this Trademark Assignment and the right to collect and receive any damages, royalties, or settlement for such past, present and future infringements and any and all causes of action relating thereto.

* * *

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

FLEXHEAD INDUSTRIES, INC

By: *Daniel Kelly*
Name: Daniel Kelly
Its: Vice President and Secretary

Address for Notices:
c/o Atkore International Inc.
16100 South Lathrop Avenue
Harvey, IL 60426
Facsimile: (708) 339-2410

SPRINKFLEX, LLC

By: *Daniel Kelly*
Name: Daniel Kelly
Its: Vice President and Secretary

Address for Notices:
c/o Atkore International Inc.
16100 South Lathrop Avenue
Harvey, IL 60426
Facsimile: (708) 339-2410

ASSIGNEE:

ANVIL INTERNATIONAL, LLC

By: _____
Name: _____
Its: _____

Address for Notices:

Facsimile: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

FLEXHEAD INDUSTRIES, INC

By: _____
Name: Daniel Kelly
Its: Vice President and Secretary

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16100 South Lathrop Avenue
Harvey, Illinois 60426
Facsimile: (708) 339-2410

SPRINKFLEX, LLC

By: _____
Name: Daniel Kelly
Its: Vice President and Secretary

Address for Notices:
c/o Atkore International Inc.
16100 South Lathrop Avenue
Harvey, Illinois 60426
Facsimile: (708) 339-2410

ASSIGNEE:

ANVIL INTERNATIONAL, LLC

By: _____
Name: Anthony E. Ciccone, Jr.
Its: Vice President

Address for Notices:
Anvil International, LLC
2 Holland Way
Exeter, NH 03833
Facsimile: (603) 418-2810

Schedule A

Trademark Applications and Registrations

SprinkFLEX, LLC Trademarks

Country / Jurisdiction	Trademark	Goods	Application No.	Filing Date	Registration No.	Registration Date
U.S.	SPRINKFLEX	<u>Class 6</u> Metal hose fittings <u>Class 9</u> Flexible sprinkler hose fittings for fire sprinklers	85214607	January 11, 2011	4011729	August 16, 2011
U.S.	SPRINKFLEX	<u>Class 6</u> Metal hose fittings	77843135	October 7, 2009	3953163	May 3, 2011

[Schedule A Trademark Assignment Agreement]

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