

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM462184

<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>
IMO Industries, Inc.		12/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIRCOR PUMPS NORTH AMERICA, LLC		
<b>Street Address:</b>	1710 AIRPORT ROAD		
<b>City:</b>	MONROE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1111207	GTS	
Registration Number:	1958259	IMO	
Serial Number:	86344705	CM-1000	
Serial Number:	87306078	IN-1000	
Serial Number:	87363939	LL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919-636-4767		
<b>Email:</b>	bjackson@kdbfirm.com		
<b>Correspondent Name:</b>	Kacvinsky Daisak Bluni PLLC		
<b>Address Line 1:</b>	101 Carnegie Center		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>NAME OF SUBMITTER:</b>	Barbara J. Jackson		
<b>SIGNATURE:</b>	/BarbaraJJackson/		
<b>DATE SIGNED:</b>	02/14/2018		
<b>Total Attachments: 6</b>			
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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 Imo Industries, Inc., a Delaware corporation ("Assignor") and CIRCOR Pumps North America, 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.

With respect to the pending U.S. trademark applications shown in Exhibit A that are based on Assignor's intent to use the applied-for trademarks, the Parties hereby acknowledge and confirm that Assignor's business is ongoing and existing, and that pursuant to the terms of the Purchase Agreement, Assignee is the successor to the business of Assignor, or portion thereof, to which those applied-for trademarks pertain.

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:

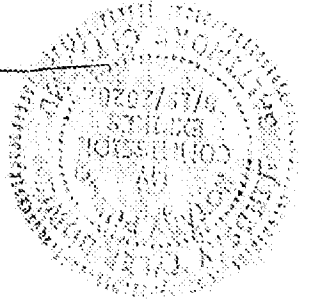
IMO INDUSTRIES, INC.

By: 

Name: Mark Paul Lehman

Title: Vice President, Assistant Secretary

Notarization: 



Acknowledged and Accepted:

ASSIGNEE:

CIRCOR PUMPS NORTH AMERICA, LLC

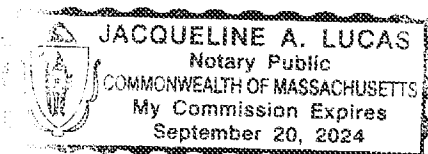
By: 

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
Brazil	IMO - wordmark	829489657	Dec 6, 2007			Pending	IMO Industries, Inc.
Mexico	ALL-PHASE -Wordmark	572211	Oct 24, 2002	776269	Jan 30, 2003	Registered	IMO Industries, Inc.
United States of America	CM-1000 - Wordmark	86344705	Jul 22, 2014			Pending	IMO Industries, Inc.
United States of America	IN-1000 - Wordmark	87306078	Jan 18, 2017			Pending	IMO Industries, Inc.
Canada	IN-1000 - Wordmark	1818899	Jan 19, 2017			Pending	IMO Industries, Inc.
European Union	IN-1000 - Wordmark	016264541	Jan 19, 2017	016264541	Jan 19, 2017	Registered	IMO Industries, Inc.
Mexico	IN-1000 - Wordmark	1843696	Jan 18, 2017	1741333	Apr 10, 2017	Registered	IMO Industries, Inc.
United States of America	LL - Wordmark	87363939	Mar 8, 2017			Allowed	IMO Industries, Inc.
Canada	LL - Wordmark	1826462	Mar 9, 2017			Pending	IMO Industries, Inc.
European Union	LL - Wordmark	016682346	May 8, 2017			Pending	IMO Industries, Inc.
United States of America	GTS - word mark	73135945	Aug 1, 1977	1111207	Jan 16, 1979	Registered	IMO Industries, Inc.
Canada	CIG - wordmark	460931	Nov 3, 1980	263826	Oct 30, 1981	Registered	IMO Industries, Inc.
United States of America	IMO - wordmark	74473808	Dec 22, 1993	1958259	Feb 27, 1996	Registered	IMO Industries, Inc.
Argentina	IMO - wordmark	2795658	Jan 2, 2008	2266297	Jan 6, 2009	Registered	IMO Industries, Inc.
Australia	IMO & Design	69209	Nov 4, 1936	69209	Nov 4, 1936	Registered	IMO Industries, Inc.
Chile	IMO - wordmark	754823	Dec 11, 2006	791322	Jul 3, 2007	Registered	IMO Industries, Inc.
Colombia	IMO - wordmark	T2006102209	Oct 10, 2006	335203	May 31, 2007	Registered	IMO Industries, Inc.
Ecuador	IMO - wordmark	181892	Mar 20, 2007	805507	Oct 11, 2007	Registered	IMO Industries, Inc.
Spain	IMO - wordmark	16462734	Jul 3, 1991	16462734	Sep 6, 1993	Registered	IMO Industries, Inc.
United Kingdom	IMO - wordmark	528833	Jan 22, 1932	528833	Jan 22, 1932	Registered	IMO Industries, Inc.
United Kingdom	IMO - wordmark	639894	Sep 7, 1945	639894	Sep 7, 1945	Registered	IMO Industries, Inc.
Guatemala	IMO - wordmark	20069112	Oct 28, 2006	151874	Sep 17, 2007	Registered	IMO Industries, Inc.

Italy	IMO - wordmark	RM2009C007081	Dec 6, 1989	876411	Nov 16, 1992	Registered	IMO Industries, Inc.
Mexico	IMO - wordmark	500938	Oct 16, 1936	36917	Apr 17, 1937	Registered	IMO Industries, Inc.
Mexico	IMO - wordmark	1226119	Nov 8, 2011	1279800	Apr 17, 2012	Registered	IMO Industries, Inc.
Mexico	IMO PUMP & Design	1226122	Nov 8, 2011	1279801	Apr 17, 2012	Registered	IMO Industries, Inc.
Peru	IMO - wordmark	293891	Oct 31, 2006	124666	Feb 14, 2007	Registered	IMO Industries, Inc.
Venezuela	IMO - wordmark	277882006	Nov 28, 2006			Pending	IMO Industries, Inc.
Brazil	CM-1000 - Wordmark	908764952	Dec 16, 2014		May 30, 2017	Registered	IMO Industries, Inc.
European Union	CM-1000 - Wordmark	013436803	Nov 6, 2014	013436803	Mar 31, 2015	Registered	IMO Industries, Inc.
Republic of Korea	CM-1000 - Wordmark	40201483189	Dec 8, 2014	401154354	Jan 13, 2016	Registered	IMO Industries, Inc.
Norway	CM-1000 - Wordmark	201412848	Nov 6, 2014	280112	Feb 3, 2015	Registered	IMO Industries, Inc.
Singapore	CM-1000 - Wordmark	T1417929J	Nov 7, 2014	T1417929J	Nov 7, 2014	Registered	IMO Industries, Inc.
Canada	ROTORFLOW			TMA396303	3/27/1992	Registered	IMO Industries, Inc.
Mexico	BOSTON GEAR			473663	9/15/1994	Registered	IMO Industries, Inc.
Mexico	BOSTON GEAR			658794	3/24/2000	Registered	IMO Industries, Inc.
Chile	IMO			1255926	7/3/2017	Registered	IMO Industries, Inc.
Italy	IMO			1295855	5/31/2010	Registered	IMO Industries, Inc.
Switzerland	GEMIS			P-402091	6/14/1993	Registered	IMO Industries, Inc.
Switzerland	UNILINK			P-372157	8/23/1989	Registered	IMO Industries, Inc.
Algeria	DE LAVAL			47846		Registered	IMO Industries, Inc.
Morocco	DE LAVAL			53474	3/30/1994 *	Registered	IMO Industries, Inc.
China	莫尔斯			993131	4/28/1997	Registered	IMO Industries, Inc.
Japan				4165933	7/10/1998	Registered	IMO Industries, Inc.