

900439469 02/14/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warren Pumps LLC		12/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCOR Naval Solutions, 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:	1166147	WARREN	
Registration Number:	3823919	GTS	
Registration Number:	3312338	ALL-PHASE	
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 Warren Pumps LLC, a Delaware limited liability company ("Assignor") and CIRCOR Naval Solutions, 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 and the trademark registrations 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 shown in Exhibit A; and
 - iii. all benefits, privileges, causes of action, common law rights, and remedies relating to the trademarks and trademark registrations, 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 and trademark registrations 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.

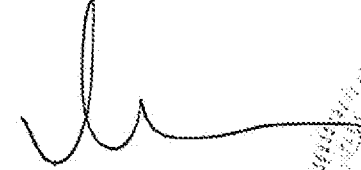
ASSIGNOR:

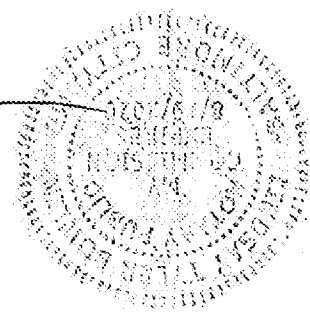
WARREN PUMPS LLC

By: 

Name: Mark Paul Lehman

Title: Vice President, Assistant Secretary

Notarization: 



Acknowledged and Accepted:

ASSIGNEE:

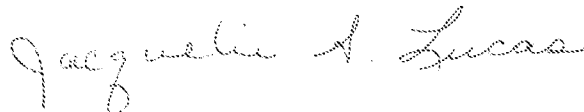
CIRCOR NAVAL SOLUTIONS, LLC

By: 

Name: Jennifer H. Allen

Title: Secretary

Notarization:



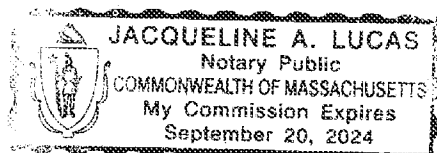


Exhibit A

Country	Mark	Serial No	Filing Date	Reg Number	Reg. Date	Status	Org Name
United States of America	WARREN - wordmark	73239643	Nov 19, 1979	1166147	Aug 25, 1981	Registered	Warren Pumps LLC
Benelux	WARREN - wordmark		Mar 7, 1980	365699BE N	Oct 27, 1980	Registered	Warren Pumps LLC
Canada	WARREN - wordmark	0351252	Mar 15, 1972	TMA18970 8	Mar 30, 1973	Registered	Warren Pumps LLC
France	WARREN - wordmark		Mar 31, 1980	1611347	Mar 25, 1980	Registered	Warren Pumps LLC
Italy	WARREN - wordmark	MI1980C 018155	Mar 21, 1980	1405773	Dec 19, 1985	Registered	Warren Pumps LLC
Mexico	WARREN - wordmark		Apr 10, 1980	247505	Jul 11, 1980	Registered	Warren Pumps LLC
Venezuela	WARREN - wordmark			103646F	Sep 15, 1983	Registered	Warren Pumps LLC
Canada	WARREN PUMPS - word mark	351251	Mar 15, 1972	TMA18970 7	Mar 30, 1973	Registered	Warren Pumps LLC
Canada	ALL PHASE - word mark	1156980	Oct 25, 2002	TMA73843 2	Apr 21, 2009	Registered	Warren Pumps LLC
China	WARREN - Chinese Characters	5268976	Apr 6, 2006	5268976	Apr 21, 2009	Registered	Warren Pumps LLC
China	WARREN - wordmark	5268977	Apr 6, 2006	5268977	Mar 14, 2014	Registered	Warren Pumps LLC
India	WARREN - wordmark	1438456	Mar 27, 2006	1438456	Sep 16, 2014	Registered	Warren Pumps LLC
Italy	WARREN - wordmark	3620160 0003137 0	Apr 10, 2006	1234485	Dec 1, 2009	Registered	Warren Pumps LLC
United States of America	GTS - word mark	7777228 4	Jul 1, 2009	3823919	Jul 27, 2010	Registered	Warren Pumps LLC
USA	ALL-PHASE			3312338	October 16, 2007	Registered	Warren Pumps, LLC