

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Valve Technologies, Inc.		07/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Valve Acquisition, LLC		
Street Address:	621 Lockhaven Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4270502	ADVANCED VALVE TECHNOLOGIES	
Registration Number:	4226352	EZ 2	
Registration Number:	4196663	EZ VALVE	
Registration Number:	3028558	T	
Serial Number:	87601541	EZ VALVE NG	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	U3120-00008		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	07/18/2018		

CH \$140.00 4270502

Total Attachments: 4

source=TM Assignment#page1.tif

source=TM Assignment#page2.tif

source=TM Assignment#page3.tif

source=TM Assignment#page4.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, made effective as of July 9, 2018, transfers and assigns from Advanced Valve Technologies, Inc., a Delaware corporation (the "Assignor"), to Valve Acquisition, LLC, a Delaware limited liability company (the "Assignee"), for the United States, its territories and possessions, and worldwide, all of the Assignor's right, title, and interest in and to each of the trademarks, tradenames and service marks identified on Schedule A hereto (collectively, the "Marks").

WHEREAS, the Assignor has agreed to sell and Assignee has agreed to purchase certain assets of the Assignor pursuant to an Asset Purchase Agreement by and among the Assignor and the Assignee dated May 18, 2018 (the "Asset Purchase Agreement");

WHEREAS, Assignor has adopted, used, is using and is the owner of the Marks, and has agreed pursuant to the Asset Purchase Agreement to transfer and assign the Marks to the Assignee as provided herein;

NOW, THEREFORE, for good and valuable consideration received pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in the United States of America (the "US") and worldwide in and to the Marks, together with all of the goodwill associated with and symbolized by such Marks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office and other foreign trademark offices.

This Trademark Assignment is delivered pursuant to, and subject to, the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement or otherwise expand any of the rights or remedies of the Assignee with respect to the transactions contemplated thereby. To the extent any of the provisions in this Trademark Assignment are inconsistent with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Trademark Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES FOLLOW

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor and the Assignee have duly executed this Trademark Assignment effective as of the date first set forth above.

ADVANCED VALVE TECHNOLOGIES, INC.

By: 

Name: *Kevin P. Murphy*

Title: *President*

VALVE ACQUISITION, LLC

By: _____

Name: Matthew Boucher

Title: Manager

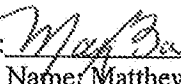
Signature Page to Trademark Assignment

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor and the Assignee have duly executed this Trademark Assignment effective as of the date first set forth above.

ADVANCED VALVE TECHNOLOGIES, INC.

By: _____
Name:
Title:

VALVE ACQUISITION, LLC

By:  _____
Name: Matthew Boucher
Title: Manager

Signature Page to Trademark Assignment

**ADVANCED VALVE TECHNOLOGIES, INC.
ASSIGNMENT OF TRADEMARKS**

Schedule A

Registered Trademarks, Tradenames and Service Marks

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date	Class Number
ADVANCED VALVE TECHNOLOGIES	United States	85/201,604	12/20/2010	4,270,502	1/8/2013	6
EZ 2	United States	85/201,661	12/20/2010	4,226,352	10/16/2012	6
EZ VALVE	Community Trademark	10058295	6/17/2011	10058295	1/9/2012	6
EZ VALVE	Great Britain	3256644	9/14/2017	3256644	12/8/2017	6
EZ VALVE	United States	85/201,620	12/20/2010	4,196,663	8/28/2012	6
EZ VALVE NG	Great Britain	3256669	9/14/2017	3256669	12/8/2017	6
T Design	United States	78/505,352	10/25/2004	3,028,558	12/13/2005	6
EZ VALVE NG	Community Trademark	17206145	9/14/2017	017206145	1/08/2018	6

PENDING APPLICATIONS

<u>Mark Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Class Number</u>
EZ VALVE NG	United States	87/601,541	9/8/2017			6