

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484392

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <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>        |
| Raymond A. McCaffrey III  |  | 07/27/2018            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | Quality Valve, LLC                                 |                       |                           |
| <b>Street Address:</b>  | 2948 Mathers Street                                |                       |                           |
| <b>City:</b>  | Mobile   |                       |                           |
| <b>State/Country:</b>   | ALABAMA  |                       |                           |
| <b>Postal Code:</b>   | 36607  |                       |                           |
| <b>Entity Type:</b>   | Limited Liability Company: ALABAMA                 |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Registration Number:</b>   | 2325289  | QVI                   |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  |  |                       |                           |
| <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>Email:</b>   | prosecutiondocketing@paulhastings.com              |                       |                           |
| <b>Correspondent Name:</b>  | Paul Hastings LLP                                  |                       |                           |
| <b>Address Line 1:</b>  | 4747 Executive Dr.                                 |                       |                           |
| <b>Address Line 2:</b>  | 12th Floor   |                       |                           |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92121                        |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 77144.00023  |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Laura C. Yip                                       |                       |                           |
| <b>SIGNATURE:</b>   | /Laura C. Yip/                                     |                       |                           |
| <b>DATE SIGNED:</b>   | 08/01/2018   |                       |                           |
| <b>Total Attachments: 5</b>   |  |                       |                           |
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CH \$40.00 2325289

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of July 27, 2018 by and between Quality Valve, LLC, an Alabama limited liability company having a principal place of business at 2948 Mathers Street, Mobile, Alabama 36607 (“*Assignee*”), and Raymond A. McCaffrey, III, an individual resident of the State of Alabama (“*Assignor*”).

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to the trademarks set forth on Schedule A hereto and described below.

NOW, THEREFORE, in consideration of \$1, the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at Assignee’s sole cost and expense (but at no charge by Assignor to Assignee), all acts that are reasonably necessary to permit and assist Assignee in perfecting and enforcing the full rights, title and interest in the Marks and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents reasonably necessary to perfect such rights, title and interest in Assignee, reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that Assignor has the full right and authority to enter into this Assignment and to grant the rights

granted and perform his obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the Marks.

4. **NO ROYALTY OBLIGATIONS.** Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Marks.

5. **GENERAL.**

5.1. Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

5.2. Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

5.3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

5.4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

5.5. Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

[Signature page follows.]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

RAYMOND A. MCCAFFREY, III,

*R/A. McCaffrey III*

|   |                                      |
|---|--------------------------------------|
| State of <u>Alabama</u> , USA   |                                      |
| County of <u>Mobile</u>   |                                      |
| This instrument was acknowledged before me on <u>July 27, 2018</u> by Raymond A. McCaffrey, III |                                      |
| (Seal, if any)  | Signature: <u>Karen C. Chavis</u>    |
|   | Name: <u>Karen C. Chavis</u>         |
|   | Title and Rank: <u>Notary Public</u> |

Karen C. Chavis  
Notary Public Alabama State At Large  
My Commission Expires 02/22/2020

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

“Assignee”

QUALITY VALVE, LLC,  
an Alabama limited liability company

By: R. A. McCaffrey, III  
Name: Raymond A. McCaffrey, III  
Title: President

|   |                                      |
|---|--------------------------------------|
| State of <u>Alabama</u> , USA   |                                      |
| County of <u>Mobile</u>   |                                      |
| This instrument was acknowledged before me on <u>July 27, 2018</u> by <u>Raymond A. McCaffrey, III</u> as an officer of Quality Valve, LLC. |                                      |
| (Seal, if any)  | Signature: <u>Karen C. Chavis</u>    |
|   | Name: <u>Karen C. Chavis</u>         |
|   | Title and Rank: <u>Notary Public</u> |

**Karen C. Chavis**  
Notary Public Alabama State At Large  
My Commission Expires 02/22/2020

**SCHEDULE A****MARKS**

| Jurisdiction       | Mark | Registration/Application No. |
|--------------------|------|------------------------------|
| Australia          | QVI  | 971508                       |
| Canada             | QVI  | 877,946                      |
| China              | QVI  | 11961175                     |
| European Union     | QVI  | 011105277                    |
| France             | QVI  | 971508                       |
| Germany            | QVI  | 971508                       |
| Indonesia          | QVI  | J002014041345                |
| Italy              | QVI  | 971508                       |
| Japan              | QVI  | 2325289                      |
| Philippines        | QVI  | 04-2014-00012231             |
| Poland             | QVI  | 971508                       |
| Russian Federation | QVI  | 971508                       |
| Singapore          | QVI  | 971508                       |
| Taiwan             | QVI  | 01736348                     |
| Thailand           | QVI  | 952871                       |
| United Kingdom     | QVI  | 971508                       |
| United States      | QVI  | 2,325,289                    |
| Vietnam            | QVI  | 971508                       |
| WIPO               | QVI  | 971508                       |