

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510646

<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>
ELKAY SMARTWELL, LLC		02/05/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ELKAY MANUFACTURING COMPANY		
<b>Street Address:</b>	2222 Camden Court		
<b>City:</b>	OAK BROOK		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4847867	SMARTWELL	
<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>Phone:</b>	630-574-8484		
<b>Email:</b>	legal@elkay.com		
<b>Correspondent Name:</b>	Christine Bedi		
<b>Address Line 1:</b>	2222 Camden Court		
<b>Address Line 4:</b>	OAK BROOK, ILLINOIS 60523		
<b>NAME OF SUBMITTER:</b>	Christine Bedi		
<b>SIGNATURE:</b>	/Christine Bedi/		
<b>DATE SIGNED:</b>	02/19/2019		
<b>Total Attachments: 6</b>			
source=Trademark Assignment Agreement.docx#page1.tif			
source=Trademark Assignment Agreement.docx#page2.tif			
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OP \$40.00 4847867



## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of February 5, 2019 by and between Elkay Manufacturing Company, a Delaware corporation ("Assignee"), and Elkay Smartwell, LLC, an Illinois limited liability company (the "Assignor").

WHEREAS, for consideration of \$1.00, Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor related to the Business, including all trademarks; and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the trademarks.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Trademarks.** Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) all right, title and interest of Assignor in and to the trademarks set forth on Exhibit A attached hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").

2. **Relationship with the Purchase Agreement.** For the avoidance of doubt, nothing in this Assignment will be deemed to supersede, enlarge or modify any of the rights or obligations of any party under the Purchase Agreement, all of which will survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between this Assignment and the Purchase Agreement, the Purchase Agreement will govern and control.

3. **Further Assurances.** Assignor hereby undertakes to give to Assignee all assistance necessary to the end of finalizing the assignments contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. **Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. **Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the State of Illinois, without giving effect to the conflict of laws rules thereof.

6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. A signed copy of this Agreement 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 Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ELKAY SMARTWELL, LLC

By: 

Name: Christine Bedi

Title: Assistant Secretary

ASSIGNEE:

ELKAY MANUFACTURING COMPANY

By: 

Name: William Hamilton

Title: Vice President

EXHIBIT A




Assigned Trademarks

1. Registered Trademarks

<u>Registered Trademark</u>	<u>Goods</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
SMARTWELL	Temperature controlled beverage dispensers and components thereof; class 11	November 3, 2015	4847867	United States

2. Common Law Trademarks

<u>Common Law Trademark</u>	<u>Goods/Services</u>	<u>Date of First Use</u>	<u>Country of Use</u>
SECOR	Temperature controlled beverage dispensers and components thereof; distribution and sale or lease of beverage dispensers; installation of beverage dispensers	February 2013	United States
SECOR WATER	Temperature controlled beverage dispensers and components thereof; distribution and sale or lease of beverage dispensers; installation of beverage dispensers	February 2013	United States
VODA	Temperature controlled beverage	January 2015	United States

<u>Common Law Trademark</u>	<u>Goods/Services</u>	<u>Date of First Use</u>	<u>Country of Use</u>
	dispensers and components thereof; distribution and sale or lease of beverage dispensers; installation of beverage dispensers		
Voda Logo and Design 	Temperature controlled beverage dispensers and components thereof distribution and sale or lease of beverage dispensers; installation of beverage dispensers;	April 2014	United States
Voda Logo and Design with Tagline 	Temperature controlled beverage dispensers and components thereof distribution and sale or lease of beverage dispensers; installation of beverage dispensers;	April 2014	United States
Smartwell Logo and Design 	Temperature controlled beverage dispensers and components thereof distribution and sale or lease of beverage dispensers; installation of beverage dispensers;	January 2016	United States
Smartwell Machine Design (current version)	Temperature controlled beverage	November 2016	United States

<u>Common Law Trademark</u>	<u>Goods/Services</u>	<u>Date of First Use</u>	<u>Country of Use</u>
	dispensers and components thereof		