

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524853

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|---|--|-------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| All-Flo Pump Company, Limited | | 05/07/2019 | Limited Liability Company: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | PSG California LLC | | |
| Street Address: | 22069 Van Buren Street | | |
| City: | Grand Terrace | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92313 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3992572 | ALL-FLO PUMPS | |
| Registration Number: | 4005733 | ALL-PUR | |
| Registration Number: | 4005735 | ALL-PURE | |
| Registration Number: | 5345944 | WE PUMP SOLUTIONS | |
| Registration Number: | 5354509 | ALL-FLO PUMPS SOLUTIONS | |
| Registration Number: | 4330250 | MAX-PASS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4023909500 | | |
| <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: | 4023909500 | | |
| Email: | ip@koleyjessen.com | | |
| Correspondent Name: | Roberta L. Christensen | | |
| Address Line 1: | 1125 S 103rd Street | | |
| Address Line 2: | One Pacific Place, Suite 800 | | |
| Address Line 4: | Omaha, NEBRASKA 68124 | | |
| ATTORNEY DOCKET NUMBER: | 20104-0003 | | |
| NAME OF SUBMITTER: | Roberta L. Christensen | | |
| SIGNATURE: | /rlc/ | | |

OP \$165.00 3992572

| | |
|---------------------|------------|
| DATE SIGNED: | 05/23/2019 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of May 7, 2019, by and between All-Flo Pump Company, Limited, an Ohio limited liability company ("**Assignor**") and PSG California LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A, attached hereto (the "**Trademarks**"), and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict with this Assignment. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be reasonably necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks in any and all countries. In addition, Assignor hereby irrevocably, and with full power of substitution, appoints Assignee as its lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge, deliver, record or file such instruments, assignments, certificates, and other documents which may be necessary (in Assignee's sole discretion) to enable Assignee to obtain, maintain, and enforce its rights and interest in and to the Trademarks in or with any and all countries or organizations, including, without limitation, Australia and the World Intellectual Property Organization. The power of attorney granted hereby is coupled with an interest and shall (i) survive and not be affected by the subsequent sale, dissolution, termination, or bankruptcy of Assignor and (ii) extend to Assignor's successors, assigns, and legal representatives.


This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

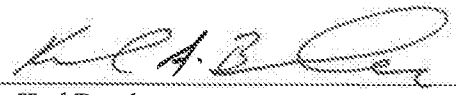
All-Flo Pump Company, Limited, an Ohio
limited liability company

By: MUM Industries, Inc., its
Sole Member

By: 
Name: Christopher A. Brizes
Title: Vice President and Authorized
Representative

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first written above.

PSG California LLC, a Delaware limited liability company

By: 
Name: Karl Buscher
Title: President

Schedule A

Trademarks

| Jurisdiction | Mark/Description | Serial No. / Registration No. | Notes |
|---------------------|----------------------------|--|---|
| United States | ALL-FLO PUMPS | 85/123,773 3,992,572 | Status: Registered Filing Date: 09/07/2010 Registration Date: 07/12/2011 |
| United States | ALL-PÛR | 85/203,705 4,005,733 | Status: Registered Filing Date: 12/22/2010 Registration Date: 08/02/2011 |
| United States | ALL-PURE | 85/203,721 4,005,735 | Status: Registered Filing Date: 12/22/2010 Registration Date: 08/02/2011 |
| United States | WE PUMP SOLUTIONS | 87/437,316 5,345,944 | Status: Registered Filing Date: 05/04/2017 Registration Date: 11/28/2017 |
| United States | ALL-FLO PUMPS SOLUTIONS | 87/437,947 5,354,509 | Status: Registered Filing Date: 05/04/2017 Registration Date: 12/12/2017 |
| United States | MAX-PASS | 85/491,855 4,330,250 | Status: Registered Filing Date: 12/09/2011 Registration Date: 05/07/2013 |
| United States | ALL-SAFE | 85/481,841 4,197,433 | Status: Cancelled -- Deadline to File Affidavit of Continued Use was 02/28/2019, and such Affidavit was not timely filed Filing Date: 11/28/2011 Registration Date: 08/28/2012 |
| United States | ALL-FLO CONNECT | 85/690,392 | Status: Abandoned Filing Date: 07/30/2012 |
| WIPO | ALL-FLO PUMPS | 1106402 | Registration Date: 12/23/2011 Based on US Registration: 3,992,572 Designated States: <ul style="list-style-type: none"> • China (Refused Protection) <i>Refusal: Goods/Services similar to those in prior China or International application/registration</i> |

| Jurisdiction | Mark/Description | Serial No. / Registration No. | Notes |
|--------------|------------------|----------------------------------|---|
| | | | <ul style="list-style-type: none"> • EU (Granted) • Republic of Korea (Granted) • Viet Nam (Granted) |
| WIPO | ALL-PÛR | 1107521 | Registration Date: 12/23/2011 Based on US Registration: 4,005,733 Designated States: <ul style="list-style-type: none"> • China (Granted) • EU (Granted) • Republic of Korea (Granted) • Viet Nam (Granted) |
| Australia | ALL-PÛR | 1564355 | Status: Registered Filing Date: 06/22/2013 Registration Date: 06/22/2013 |
| Australia | ALL-FLO PUMPS | 1686098 | Status: Registered Filing Date: 04/08/2015 Registration Date: 04/08/2015 |
| Australia | ALL-FLOW | 1564359 | Status: Registered Filing Date: 06/22/2013 Registration Date: 06/22/2013 |
| Australia | ALL-PURE | 1564356 | Status: Registered Filing Date: 06/22/2013 Registration Date: 06/22/2013 |