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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM525201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE OIL & GAS, LLC		06/30/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Air Products and Chemicals, Inc.	
Street Address:	7201 HAMILTON BOULEVARD	
City:	ALLENTOWN	
State/Country:	PENNSYLVANIA	
Postal Code:	18195-1501	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2061249	ROTOFLOW

CORRESPONDENCE DATA

Fax Number: 6104817083

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.

Phone: 6704816589

Email: fluckjd@airproducts.com

Correspondent Name: Matthew R. Weaver

Address Line 1: 7201 HAMILTON BOULEVARD

Address Line 2: AIR PRODUCTS AND CHEMICALS, INC.
Address Line 4: ALLENTOWN, PENNSYLVANIA 18195-1501

NAME OF SUBMITTER:	Jane D. Fluck
SIGNATURE:	/jane d. fluck/
DATE SIGNED:	05/28/2019

Total Attachments: 2

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TRADEMARK REEL: 006654 FRAME: 0292

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made effective as of the 30th day of June, 2018 by GE OIL & GAS, LLC, a Delaware limited liability company ("<u>Assignor</u>") to Air Products and Chemicals, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the sole owner of U.S. Trademark Registration No. 2061249 for "ROTOFLOW" ("Transferred Trademark");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademark; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademark.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or 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 income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

GE OIL & GAS, LLC

Name: A Riddle

Title: Associate General Counsel,

Intellectual Property

ASSIGNEE

Air Products and Chemicals, Inc.

Bv:

Name: John J. Arnistrong, III

Title: Associate General Counsel,

Commercial & Intellectual Property

Trademark Assignment - US 2061249

TRADEMARK REEL: 006654 FRAME: 0294

RECORDED: 05/28/2019

Dated:

Dated: