

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stancor, L.P.		12/31/2019	Limited Partnership: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Industrial Flow Solutions Operating, LLC		
Street Address:	123 Spencer Plains Road		
City:	Old Saybrook		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76517556	OIL MINDER	
Serial Number:	87086362	OIL MINDER	
Serial Number:	87218889	STANCOR	
Serial Number:	87218856	STANCOR	
CORRESPONDENCE DATA			
Fax Number:	8602490203		
<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:	8602661779		
Email:	trademark@wasserbauerlaw.com		
Correspondent Name:	Damian Wasserbauer		
Address Line 1:	220 Albany Turnpike		
Address Line 2:	Suite 112		
Address Line 4:	Canton, CONNECTICUT 06019		
NAME OF SUBMITTER:	Damian Wasserbauer		
SIGNATURE:	/Damian Wasserbauer/		
DATE SIGNED:	01/07/2020		
Total Attachments: 4			
source=TRADEMARK ASSIGNMENT- STANCOR to INDUSTRIAL FLOW SOLUTIONS OPERATING F			

OP \$115.00 76517556

S#page1.tif

source=TRADEMARK ASSIGNMENT- STANCOR to INDUSTRIAL FLOW SOLUTIONS OPERATIING F

S#page2.tif

source=TRADEMARK ASSIGNMENT- STANCOR to INDUSTRIAL FLOW SOLUTIONS OPERATIING F

S#page3.tif

source=TRADEMARK ASSIGNMENT- STANCOR to INDUSTRIAL FLOW SOLUTIONS OPERATIING F

S#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into December 31, 2019 (the "Effective Date") by and between **STANCOR, L.P.**, a Connecticut limited partnership, and having its principal place of business at 515 Fan Hill Road, Monroe, Connecticut 06468 (Connecticut Business ID#1193981) ("**Assignor**"), and **INDUSTRIAL FLOW SOLUTIONS OPERATING, LLC**, a Connecticut Limited Liability Company having a place of business at 123 Spencer Plains Road, Old Saybrook, CT 06475 ("**Assignee**").

- A. **WHEREAS**, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and service marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Mark"); and
- B. **WHEREAS**, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the Marks;
 - (b) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (d) there are no liens or security interests against the Marks;
 - (e) Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and
 - (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other Assignment to which Assignor is a party or provision of Assignor's Certificate of Organization or By-laws.

3. Assignor shall execute and deliver to Assignee this Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.
4. Within 15 days of the execution of this Assignment, Assignee will pay Assignor the sum of \$10.
5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.
6. This Assignment shall be binding on and shall inure to the benefit of the parties to this agreement and their successors and assigns, if any.
7. Miscellaneous.
 - (a) This Trademark Assignment constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter.
 - (b) This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Connecticut. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Assignment may be heard and determined in any of such courts.
 - (c) This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed Assignment.
 - (d) Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

Assignor: STANCOR L.P.

By: [Signature]

Print Name: Brian COMINSKY

Title: Chief Operating Officer

Assignee: Industrial Flow Solutions Operating, LLC

By: [Signature]

Print Name: Patrick PAINTER

Title: Chief Financial Officer

State of CT)
(CONNECTICUT) ss:
County of Middlesex)

On this 13 day of December, 2019, before me personally appeared **Brian Cominsky** to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

[Signature]

Notary Public

CHRISTINE LONGO
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2023

State of ILLINOIS)
) ss:
County of COOK)

On this 20th day of December, 2019, before me personally appeared **Patrick Painter** to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

[Signature]

Notary Public

OFFICIAL SEAL
Anne Therese Karabin
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires February 27, 2023

EXHIBIT A

Serial No.	Country	Title/Mark	FILE DATE	REG. No.
76517556	U.S.	OIL MINDER	May 27, 2003	2866290
87086362	U.S.	OIL MINDER	June 28, 2016	
1191121	Canada	OIL MINDER	Sept. 18, 2003	TMA650751
1815556	Canada	OIL MINDER	Dec. 22, 2016	TMA1028022
87218889	U.S.	STANCOR	Oct. 28, 2016	



87218856	U.S.	STANCOR	Oct. 28, 2016	
----------	------	---------	---------------	--