

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spence Engineering Company, Inc.		08/30/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Emerson Process Management Regulator Technologies, Inc.		
Street Address:	8000 West Florissant		
Internal Address:	Building AA		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63136		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	71689313	SPENCE	
Serial Number:	71689312	SPENCE	
Serial Number:	85500932	NICHOLSON	
Serial Number:	72314878	CELTRON	
Serial Number:	72049529	SECO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4142775407		
Email:	tm-dept@quarles.com		
Correspondent Name:	Andy Dupree		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	01/21/2020		

CH \$140.00 71689313

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered of the 30th day of August, 2019, by and between Spence Engineering Company, Inc., a Delaware corporation with a registered address of 150 Coldenham Road, Walden, New York 12586 (“**Assignor**”) and Emerson Process Management Regulator Technologies, Inc., a Delaware corporation, with an address at 8000 West Florissant, Building AA, St. Louis, Missouri 63136 (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in, to and under all trademark registrations and applications identified on Exhibit A attached hereto;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 30, 2019;

WHEREAS, this Agreement is made and delivered pursuant to, inter alia, Section 6.1(n) of the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on Exhibit A attached hereto, including, without limitation, any and all common law rights thereto, and the goodwill of the business symbolized thereby (collectively, the “**Trademarks**”), together with Assignor’s rights to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such past, present or future infringement), which may have occurred at any time in the past, up to the date of this Agreement, together with any and all further privileges to establish use, ownership and/or registration of the Trademarks.

2. Authorization. Assignor hereby authorizes the Commissioner for Trademarks for the United States Patent and Trademark Office, the Registrar of Trademarks for the Canadian Intellectual Property Office, the Director General of the Mexican Institute of Industrial Property (and the equivalent authority in other trademark offices) to record this Agreement and transfer the Trademarks 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.

3. Governing Agreement. This Agreement is executed and delivered pursuant to the Asset Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Asset Purchase Agreement, the conflicting term or provision of the Asset Purchase Agreement shall govern and control to the

extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any of the representations, warranties, covenants or obligations of any party contained in the Asset Purchase Agreement or the survival thereof.

4. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. Further Assurances. From and after the date hereof but subject to the terms and conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

7. Counterparts. This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

SPENCE ENGINEERING COMPANY, INC.

By:  _____

Name: Sumit Mehrotra

Title: President

ASSIGNEE:

**EMERSON PROCESS MANAGEMENT
REGULATOR TECHNOLOGIES, INC.**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

SPENCE ENGINEERING COMPANY, INC.

By: _____

Name: Sumit Mehrotra

Title: President

ASSIGNEE:

EMERSON PROCESS MANAGEMENT
REGULATOR TECHNOLOGIES, INC.

By: *K. Wynn*

Name: *Kevin Weishaar*

Title: *Authorized Signatory*

EXHIBIT A

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
SPENCE	Canada	317281	11/1/1968	175267	3/26/1971	Registered
SPENCE	Mexico	345498	8/28/1998	592420	10/30/1998	Registered
SPENCE (Stylized)	USA	71/689,313	6/10/1955	619,323	1/17/1956	Registered
SPENCE and Design	Canada	317282	11/1/1968	175268	3/26/1971	Registered
SPENCE and Design	Mexico	345500	8/28/1998	592422	10/30/1998	Registered
SPENCE and Design	USA	71/689312	6/10/1955	640,893	2/5/1957	Registered
NICHOLSON	Canada	1,760,280	12/23/2015	N/A	N/A	Pending
NICHOLSON	New York	R31987	1/4/2012	R31987	1/04/2012	Registered
NICHOLSON	USA	85/500,932	12/21/2011	4,267,032	1/1/2013	Registered
NICHOLSON STEAM TRAP, INC.	New York	R31994	1/13/2012	R31994	1/13/2012	Registered
CELTRON	USA	72/314,878	12/19/1968	883,648	1/6/70	Registered
SEI	USA	74/368,631	3/17/1993	1,862,267	11/15/1994	Registered
SECO	USA	72/049,529	04/11/1958	682,074	07/21/59	Registered

TRADEMARK

REEL: 006842 FRAME: 0202

RECORDED: 01/21/2020