

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRCOR Energy Products, LLC		06/19/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KF Valves, LLC		
Street Address:	11327 Tanner Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5031707	CONTROMATICS	
Registration Number:	1729151	HALE	
Registration Number:	0912279	HALE	
Registration Number:	1929208	K F	
Registration Number:	1937852	K F	
Registration Number:	3222219	KF	
CORRESPONDENCE DATA			
Fax Number:	7172375300		
<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:	717-232-8000		
Email:	trademarks@mcneeslaw.com		
Correspondent Name:	Kristen J. Grendzinski		
Address Line 1:	100 Pine Street		
Address Line 4:	HARRISBURG, PENNSYLVANIA 17101		
ATTORNEY DOCKET NUMBER:	78601.0001/3038		
NAME OF SUBMITTER:	Kristen J. Grendzinski		
SIGNATURE:	/Kristen J. Grendzinski/		
DATE SIGNED:	11/24/2020		

OP \$165.00 5031707

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of June 19, 2020 (the "Effective Date") by and between CIRCOR Energy Products, LLC, an Oklahoma limited liability company (the "Assignor") and KF Valves, LLC, a Delaware limited liability company (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Contribution Agreement, dated as of June 19, 2020 (the "Contribution Agreement"), pursuant to which Assignor agreed to assign, transfer and convey to Assignee the Contributed Assets, including certain trademark registrations and applications, as set forth on Schedule I attached hereto (the "Trademarks"), in exchange for the Company Shares.

WHEREAS, as of the Effective Date and pursuant to the terms hereof and of the Contribution Agreement, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Trademarks, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the terms and conditions herein and in the Contribution Agreement and for other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, 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 such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

6. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

**[Remainder of page intentionally left blank.
Signature page follows.]**

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

CIRCOR ENERGY PRODUCTS, LLC

By: 
Name: Gregory Bowen
Title: Vice President

[Signature Page to CEP Trademark Assignment]

TRADEMARK
REEL: 007114 FRAME: 0491

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNEE:

KF VALVES, LLC

By: Gregory Bowen
Name: Gregory Bowen
Title: Authorized Person

[Signature Page to CEP Trademark Assignment]

TRADEMARK
REEL: 007114 FRAME: 0492

Schedule I to Trademark Assignment

Trademark	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
CONTROMATICS	Brazil	Registered	904.439.372	1/10/2012	904439372	8/9/2016
CONTROMATICS	Brazil	Registered	904.439.402	1/10/2012	904439402	8/9/2016
CONTROMATICS	Mexico	Registered	1348084	1/25/2016	1348084	7/18/2016
CONTROMATICS	USA	Registered	86/885,641	1/25/2016	5,031,707	8/30/2016
CONTROMATICS (Stylized)	Brazil	Registered	904.439.429	1/10/2012	904439429	8/9/2016
CONTROMATICS (Stylized)	Brazil	Registered	904.439.445	1/10/2012	904439445	8/9/2016
HALE	United States of America	Registered	74/151,308	3/25/1991	1,729,151	11/3/1992
HALE (Stylized)	United States of America	Registered	72/366,663	7/30/1970	912,279	6/8/1971
HYDROSEAL	Brazil	Registered	904.439.550	1/10/2012	904439550	8/9/2016
HYDROSEAL	Mexico	Registered	M1821146	11/25/2016	1729041	11/15/2016
HYDROSEAL	Mexico	Registered	M1821144	11/15/2016	1729041	11/15/2016
HYDROSEAL	Mexico	Registered	M1821143	11/25/2016	1732040	3/13/2017
HYDROSEAL & Design	Brazil	Registered	904.439.577	1/10/2012	904439577	8/9/2016
K F (Block)	USA	Registered	74/501,076	3/14/1994	1,929,208	10/24/1995
K F and Design	USA	Registered	74/501,104	3/14/1994	1,937,852	11/28/1995
K F (Block)	Benelux	Registered	833783	9/14/1994	560408	9/14/1994
K F (Block)	France	Registered	94536067	9/14/1994	94536067	9/14/1994
K F (block)	Italy	Registered	T094C00244 6	9/14/1994	1619843	7/25/1996
K F (Block)	Indonesia	Registered	16,974	9/14/1994	IDM000015277	9/14/1994
K F (Block)	Indonesia	Registered	16975	9/14/1994	IDM000015278	9/14/1994
K F (Block)	Norway	Registered	945111	9/14/1994	176102	8/8/1996
K F and Design	Benelux	Registered	833784	9/14/1994	562524	9/14/1994
K F and Design	China	Registered	94094302	9/14/1994	858300	7/28/1996
K F and Design	Denmark	Registered	6,402/94	9/14/1994	7,840/94	11/11/1994
K F and Design	France	Registered	94536068	9/14/1994	94536068	9/14/1994
K F and Design	Germany	Registered	W 46 697/6 WZ	9/14/1994	2902459	9/14/1994
K F and Design	Indonesia	Registered	16,977	9/14/1994	IDM000015280	9/14/1994
K F and Design	Indonesia	Registered	16,976	9/14/1994	IDM000015279	9/14/1994
K F and Design	Italy	Registered	T094C0044 5	9/14/1994	1619844	7/25/1996
K F and Design	United Kingdom	Registered	1585058	3/14/1994	1585058	3/14/1994

Trademark	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
K F and Design	United Kingdom	Registered	1585059	3/14/1994	1585059	3/14/1994
K F and Design	Australia	Registered	598340	3/18/1993	598340	3/18/1993
K F and Design	Malaysia	Registered	9813109	11/11/1998	98013109	11/11/1998
K F and Design	Malaysia	Registered	9813108	11/11/1998	98013108	11/11/1998
K F and Design	Norway	Registered	945112	9/14/1994	174099	6/13/1996
K F and Design	Singapore	Registered	T9407983B	3/14/1994	T9407983B	3/14/1994
K F and Design	Singapore	Registered	T9407984J	3/14/1994	T9407984J	3/14/1994
K F and Design	Thailand	Registered	272183	9/14/1994	KOR45256	9/14/1994
K F and Design	Thailand	Registered	272182	9/14/1994	40093	9/14/1994
K F Stylized (flame design)	USA	Registered	78/846,897	3/27/2006	3,222,219	3/27/2007
K F Stylized (flame design)	Australia	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Benelux	Registered	1118135	8/30/2006	817735	2/19/2007
K F Stylized (flame design)	China (PRC)	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Denmark	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	France	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Germany	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Indonesia	Registered	D00.2006.31 569	9/25/2006	IDM000309188	10/19/2006
K F Stylized (flame design)	Indonesia	Registered	D00.2006.31 570	9/25/2006	IDM000309189	10/19/2006
K F Stylized (flame design)	International Registration - Madrid Agreement / Protocol	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Italy	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Norway	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Russian Federation	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Singapore	Registered	A0005412	7/28/2006	T0618820J	7/28/2006
K F Stylized (flame design)	Singapore	Registered	A0005412	7/28/2006	T0618821I	7/28/2006

Trademark	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
K F Stylized (flame design)	Switzerland	Registered	A0005412	7/28/2006	892 822	7/28/2006
K F Stylized (flame design)	Thailand	Registered	637970	9/5/2006	Kor 289351	9/5/2006
K F Stylized (flame design)	Thailand	Registered	637971	9/5/2006	Kor 289352	9/5/2006
K F Stylized (flame design)	United Kingdom	Registered	A0005412	7/28/2006	892 822	7/28/2006
KF	Brazil	Pending	904.407.462	12/27/2011		
KF	Brazil	Pending	904.407.489	12/27/2011		
KF	Mexico	Registered	1349440	7/18/2016	1349440	7/18/2016
KF	Saudi Arabia	Registered	1438011733	2/15/2017	1438011733	4/24/2017
KF	Saudi Arabia	Registered	1438011734	2/15/2017	1438011734	4/24/2017
KF and Design	Brazil	Pending	904.438.929	1/10/2012		
KF and Design	Brazil	Pending	904.438.970	1/10/2012		
MALLARD CONTROL	Brazil	Registered	904.439.453	1/10/2012	904439453	8/9/2016
MALLARD CONTROL	Brazil	Registered	904.439.496	1/10/2012	904439496	8/9/2016
MALLARD CONTROL	Mexico	Pending	M1821142			
MALLARD CONTROL	Mexico	Registered	M1821141	11/15/2016	1809164	10/13/2017
MALLARD CONTROL	Mexico	Registered	M1821140	11/15/2016	1732039	3/13/2017
MALLARD CONTROL & Design	Brazil	Registered	904.439.500	1/10/2012	904439500	8/9/2016
MALLARD CONTROL & Design	Brazil	Registered	904.439.534	1/10/2012	904439534	8/17/2016
TOP FLOW	Canada	Registered	1152895	9/16/2002	596961	12/9/2003