

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622691

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 International, Inc.		06/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCOR Energy Products, LLC		
Street Address:	1500 S.E. 89th Street		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73149		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5031707	CONTROMATICS	
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:	78604.0001/3038		
NAME OF SUBMITTER:	Kristen J. Grendzinski		
SIGNATURE:	/Kristen J. Grendzinski/		
DATE SIGNED:	01/27/2021		
Total Attachments: 6			
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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 International, Inc., a Delaware corporation (the "Assignor") and CIRCOR Energy Products, LLC, an Oklahoma 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, Assignee and KF Valves, LLC, a Delaware limited liability company (the "Acquired Company"), desire to enter into that certain Contribution Agreement, to be dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignee shall assign, transfer and convey to the Acquired Company 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 and immediately prior to the consummation of the transactions contemplated by the Contribution Agreement, but effective only upon the consummation of those transactions, 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 INTERNATIONAL, INC.

By: 

Name: Scott Buckhout

Title: President and Chief Executive
Officer

[Signature Page to CIRCOR International Trademark Assignment]

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

ASSIGNEE:

CIRCOR ENERGY PRODUCTS, LLC

By: 
Name: Gregory Bowen
Title: Vice President

[Signature Page to CIRCOR International Trademark Assignment]

TRADEMARK
REEL: 007171 FRAME: 0386

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
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)	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 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	TO94C0044 5	9/14/1994	1619844	7/25/1996
K F and Design	United Kingdom	Registered	1585058	3/14/1994	1585058	3/14/1994
K F and Design	United Kingdom	Registered	1585059	3/14/1994	1585059	3/14/1994
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		

Trademark	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
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