# CH \$240.00 194699

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM673429

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPX Flow, Inc		03/30/2020	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Boardwalk Parent, LLC	
Street Address:	One Manhattanville Road	
Internal Address:	Suite 201	
City:	Purchase	
State/Country:	NEW YORK	
Postal Code:	10577	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1946996	BALL-TROL
Registration Number:	1449281	CAV-B9
Registration Number:	1228163	COPES-VULCAN
Registration Number:	3462034	GD ENGINEERING
Registration Number:	1297380	HUSH
Registration Number:	3466343	MAGMO
Registration Number:	3061574	M & J
Registration Number:	3462039	M & J VALVE
Registration Number:	5069001	RAVEN

# CORRESPONDENCE DATA

**Fax Number:** 2155683439

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:** 2155643007

Email: bhipdocket@bakerlaw.com

Correspondent Name: Lesley M. Grossberg
Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre, 12th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	087425.000002	
NAME OF SUBMITTER:	Lesley M. Grossberg	
SIGNATURE:	/Lesley M. Grossberg/	
DATE SIGNED:	09/09/2021	
Total Attachments: 7		

source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page1.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page2.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page3.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page4.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page5.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page6.tif source=Trademark Assignment - SPX Flow, Inc. (Execution Version)#page7.tif

**Execution Version** 

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, SPX Flow, Inc. a Delaware U.S.A. corporation having an address of 13320

Ballantyne Corporate Place, Charlotte, North Carolina 28277, U.S.A (hereinafter to referred to as

"Assignor"), is the owner of certain intellectual property set forth on Schedule A (hereinafter

"Assigned IP");

WHEREAS, Boardwalk Parent, LLC is a Delaware limited liability company having an

address of One Manhattanville Road, Suite 201, Purchase, NY 10577 (hereinafter referred to as

"Assignee"); and

WHEREAS, Assignee is desirous of acquiring Assignor's Assigned IP.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby

acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, the entire

right, title and interest in and to Assignor's Assigned IP, including all goodwill related thereto

and any and all foreign counterparts, in all countries around the world, together with the right to

claim priority of said applications in all countries in accordance with International Convention

for Protection of Industrial Property, as it may be amended and the Paris Convention, and

together with the whole of the goodwill of the business pertaining thereto; the same to be held

and enjoyed by the Assignee for its own use and enjoyment and for use and enjoyment of its

successors, assigns and other legal representatives, at common law and/or to the end of the term

or terms relative to Assignor's Assigned IP may be granted, maintained or renewed, as fully and

entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property

Assignment had not been made; together with all claims for damages by reason of past

infringement of Assignor's Assigned IP with the right to sue for and collect the same for its own

use and benefit, and for the use and on behalf of its successors, assigns, all those in privity therewith and/or other legal representatives.

Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in Assignor's Assigned IP, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in Assignor's Assigned IP, all at the expense of Assignor.

The formation, construction, and performance of this agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of Delaware applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

This agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument. A signed copy of this agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

2

IN WITNESS WHEREOF, the said Assignor and Assignee have hereunto set their hand and affixed their corporate seal as of the date last signed below.

	<u>ASSIGNOR</u>
	SPX FLOW, Inc.
Date:	By:
	(name)
	(title)
	ASSIGNEE
	Boardwalk Parent, LLC
Date: March 30, 2020	Jum Weds
	Name: Laurie D. Medley
	Title: Vice President

IN WITNESS WHEREOF, the parties hereby execute this assignment effective as of the last date set forth below.

SPX Flow, Inc.

Name: Peter J. Ryan

Title: Vice President, General Counsel and

Secretary

Date: March 30, 2020

# **Trademark Schedule**

Country	Mark Name	Status	Appl. No	Reg No
Australia	BALL-TROL	REGISTERED	1160753	1160753
Brazil	COPES-VULCAN	REGISTERED	26686	760266867
Canada	COPES-VULCAN	REGISTERED	365395	TMA206218
Canada	M & J VALVE	REGISTERED	1374370	754229
Chile	COPES-VULCAN	REGISTERED	844238	853057
Chile	COPES-VULCAN	REGISTERED	844240	894405 (844240)
China P.R.	BALL-TROL	REGISTERED	5927158	5927158
China P.R.	BALL-TROL	REGISTERED	5927157	5927157
China P.R.	COPES VULCAN	REGISTERED	3148758	3148758
China P.R.	COPES VULCAN	REGISTERED	3148757	3148757
China P.R.	COPES VULCAN (in Chinese Characters)	REGISTERED	3148760	3148760
China P.R.	COPES VULCAN (in Chinese Characters)	REGISTERED	3148759	3148759
China P.R.	M & J	REGISTERED	5927159	5927159
Great Britain	COPES	REGISTERED	1037655	1037655
India	COPES	REGISTERED	1331884	1331884
India	COPES-VULCAN	INACTIVE	289340	289340
India	M & J	REGISTERED	2298846	2298846
India	M & J	REGISTERED	2298845	2298845
Indonesia	BALL-TROL	REGISTERED	D00 2007 005700	IDM000178109
Indonesia	BALL-TROL	REGISTERED	D00 2007 005701	IDM000178110
Indonesia	M & J	REGISTERED	D00 2007 005698	IDM000178107
Indonesia	M & J	REGISTERED	D00 2007 005699	IDM000178108
Japan	BALL-TROL	REGISTERED	2007-12777	5093929
Japan	COPES VULCAN (& Globes Design)	REGISTERED	93405/80	1666075
Japan	COPES-VULCAN	REGISTERED	8-738814	1920941
Japan	M & J	REGISTERED	2007-12778	5093930
Malaysia	BALL-TROL	REGISTERED	7005063	7005063
Malaysia	BALL-TROL	REGISTERED	7005064	7005064
Mexico	COPES-VULCAN	REGISTERED	1547282	1601175
Mexico	COPES-VULCAN	REGISTERED	73163	182659
Mexico	COPES-VULCAN	REGISTERED	1422903	1528304

Country	Mark Name	Status	Appl. No	Reg No
Mexico	COPES-VULCAN	REGISTERED	1422902	1523662
Mexico	M & J	REGISTERED	1318832	1350266
Mexico	M & J	REGISTERED	1318825	1519589
New	BALL-TROL	REGISTERED	763406	763406
Zealand	26.0	DECIGEDED	7.0107	562405
New Zealand	M & J	REGISTERED	763405	763405
Philippines	BALL-TROL	REGISTERED	4-2007-001598	4-2007-001598
Philippines	M & J	REGISTERED	4-2007-001596	4-2007-001596
Singapore	BALL-TROL	REGISTERED	T07/05650B	T07/05650B
Singapore	BALL-TROL	REGISTERED	T07/05653G	T07/05653G
Singapore	M & J	REGISTERED	T07/05651J	T07/05651J
Singapore	M & J	REGISTERED	T07/05652I	T07/05652I
South Korea	BALL-TROL	REGISTERED	4020077749	40-0744266
South Korea	COPES-VULCAN	REGISTERED	94-17064	321764
South Korea	COPES-VULCAN	REGISTERED	93-6776	296045
South Korea	M & J	REGISTERED	4020077750	40-0746515
Spain	COPES-VULCAN	REGISTERED	939383	939383
Spain	COPES-VULCAN	REGISTERED	939382	939382
Taiwan	BALL-TROL	REGISTERED	96007168	1291564
Taiwan	COPES	REGISTERED	76-44156	40178784
Taiwan	COPES VULCAN	REGISTERED	107020375	1949927
Taiwan	M & J	REGISTERED	96007169	1291565
Thailand	BALL-TROL	REGISTERED	653929	TM293225
Thailand	BALL-TROL	REGISTERED	653930	291402
EUTM	BALL-TROL	REGISTERED	5705181	5705181
EUTM	COPES-VULCAN	REGISTERED	14395065	14395065
EUTM	M & J	REGISTERED	5705439	5705439
United	BALL-TROL	REGISTERED	74639223	1946996
States United	CAV-B9	REGISTERED	73590520	1449281
States	CAV-D3	REGISTERED	73330320	1777201
United	COPES-VULCAN	REGISTERED	73326762	1228163
States United	GD ENGINEERING	REGISTERED	77338148	3462034
States	OD ENGINEERING	REGISTERED	//330148	3402034
United	HUSH	REGISTERED	73396205	1297380
States	MACMO	DECIGERED	2466242	2466242
United States	MAGMO	REGISTERED	3466343	3466343
United	M & J	REGISTERED	76568214	3061574
States		PEGIGEE ==	<b>550005</b> 05	2452025
United States	M & J VALVE	REGISTERED	77338503	3462039
United	RAVEN	REGISTERED	86091084	5069001
States				

Country	Mark Name	Status	Appl. No	Reg No
Vietnam	COPES-VULCAN	REGISTERED	11380	9829
Vietnam	M & J	FILED	4200708339	