

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOULDS PUMPS, INCORPORATED		10/30/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fluid Handling LLC		
Street Address:	8200 N. AUSTIN AVENUE		
City:	MORTON GROVE		
State/Country:	ILLINOIS		
Postal Code:	60053		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2517642	AQUAVAR	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	2200 Renaissance Blvd, Suite 350		
Address Line 4:	King of Prussia, PENNSYLVANIA 19406		
ATTORNEY DOCKET NUMBER:	XYFBT-172US		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	09/15/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of October 30, 2011 is by and between GOULDS PUMPS, INC., a corporation organized under the laws of the State of Delaware having offices at 240 Fall Street, Seneca Falls, NY 13148 (the "Assignor") and FLUID HANDLING LLC, a limited liability company organized under the laws of the State of Delaware having offices at 8200 N. Austin Avenue, Morton Grove, IL 60053 ("Assignee").

WHEREAS the board of directors of ITT Corporation, a corporation organized under the laws of the State of Indiana ("Parent"), has determined that it is advisable and in the best interest of Parent and its shareholders to effect an internal restructuring involving Parent and certain of Parent's subsidiaries, with the goal of separating Parent's Water & Wastewater, Residential & Commercial Water, Flow Control and Analytics businesses, on the one hand and Parent's Defense & Information Solutions business on the other hand, from Parent's other businesses (the "Restructuring"), in preparation for the distribution of such businesses to the shareholders of Parent (the "Distribution");

WHEREAS Parent has entered into a Distribution Agreement, dated as of October 25, 2011 (the "Distribution Agreement") with Xylem Inc. and Exelis Inc., providing for the Restructuring and such other agreements among them as are necessary and desirable in connection with the Restructuring and the Distribution. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Distribution Agreement; and

WHEREAS, in connection with the Restructuring, the board of directors of Assignor and the Board of Directors (as defined in the Amended and Restated Limited Liability Agreement of Assignee) of Assignee have determined that it is advisable and in the best interests of Assignor and Assignee, respectively, that Assignor assigns to Assignee the trademarks and trademark applications listed on Schedule A annexed hereto.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark applications listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, the right to claim priority or seniority thereof, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the date hereof (the "Trademarks").

2. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the assigning party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) any representations and warranties as may be contained in the Distribution Agreement are the only representations and warranties made with respect to the Trademarks, and (iv) except as may be set forth in the Distribution Agreement, the Trademarks are being assigned, transferred and conveyed "as is."

3. The right, title and interest in and to each of the Trademarks are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

4. This Assignment shall be effective as between the parties as of the date hereof. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction. This Assignment has been executed and delivered in connection with the Distribution Agreement, and is expressly subject to the terms and conditions thereof. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Assignment, including any filings, fees and expenses required to record, perfect, validate or effectuate this Assignment in the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction.

5. Assignor shall, without undue delay, sign, execute and deliver any documents provided by Assignee that may be reasonably required for recording this Assignment in any applicable office in any applicable foreign jurisdiction. Expenses for notarization, legalization or apostil of signatures shall be paid by Assignee. The parties will use their best reasonable efforts to get all recordings completed within twenty-four (24) months after the Distribution Date.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

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State of)
County of)

This instrument was acknowledged before me on this 30th day of OCTOBER 2011 by JOANNA SCALADA as Vice President of GOULDS PUMPS, INC.

(Seal, if any)

Elisa Maria Munoz
Notary Public

My commission expires: June 19, 2014

ELISA MARIA MUÑOZ
Notary Public, State of New York
No. 01MU6147884
Qualified in Queens County
Commission Expires June 19, 2014

State of)
County of) ss

This instrument was acknowledged before me on this 28 day of October 2011 by Jane Dobson as Vice President of FLUID HANDLING LLC

(Seal, if any)

Lynne Black
Notary Public

LYNNE BLACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6220654
Qualified in Westchester County
My Commission Expires April 19, 2014

My commission expires: 04-19-14

State of)
County of)

This instrument was acknowledged before me on this ___ day of _____
2011 by _____ as _____ of GOULDS PUMPS, INC.

(Seal, if any)

Notary Public

My commission expires: _____

State of)
County of) ss

This instrument was acknowledged before me on this 28 day of October
2011 by Jane Dobson as Vice President of FLUID HANDLING LLC

(Seal, if any)

Lynne Black
Notary Public

LYNNE BLACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6220654
Qualified in Westchester County
My Commission Expires April 19, 2014

My commission expires: 04-19-14

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

GOULDS PUMPS, INC.

By: Joanne Sealard
Name: JOANNE SEALARD
Title: Vice President

FLUID HANDLING LLC

By: Jane Dobson
Name: Jane Dobson
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

GOULDS PUMPS, INC.

By: _____
Name:
Title:

FLUID HANDLING LLC

By: Jane Johnson
Name: Jane Johnson
Title: Vice President

Schedule A

Case No.	Class	Country	Serial No.	Type	Mark	Type	Status	Filed Date	App No.	Reg. Date	Reg. No.	Assignor Name
IP-GVA-M0012	AR	09	ORD	HYDROVAR	WORD	REGISTERED	3-Oct-2008	2863423	8-Oct-2008	2221910	Goulds Pumps, Inc.	
IP-GVA-M0012	CN	01	ORD	HYDROVAR	WORD	REGISTERED	6-Aug-1997	1234985	28-Dec-1998	1234985	Goulds Pumps, Inc.	
IP-GVA-M0012	EM		ORD	HYDROVAR	WORD	REG-FULL	19-Feb-1997	000475194	8-Jan-1999	000475194	Goulds Pumps, Inc.	
IP-GVA-M0014	NZ		ORD	HYDROVAR	WORD	REGISTERED	9-Jul-1997	279423	9-Mar-1999	279423	Goulds Pumps, Inc.	
IP-GVA-M0022	US	07	ORD	AQUAVAR	WORD	REGISTERED	28-Jan-1997	75-232678	11-Dec-2001	2517642	Goulds Pumps, Inc.	
IP-GWT-M0024	US	08	ORD	Alligator logo	FIGURATIVE	REGISTERED	2-Nov-1998	75580981	12-Nov-2002	2630818	Goulds Pumps, Inc.	
IP-GWT-M0026	US	07	ORD	AQUABOOST	WORD	REGISTERED	2-Nov-1998	75580982	30-Jan-2001	2424451	Goulds Pumps, Inc.	
IP-GWT-M0028	US		ORD	AQUA-LAWN	LETTER	REGISTERED	14-Jun-1955	7-689483	6-Mar-1986	0622026	Goulds Pumps, Inc.	
IP-GWT-M0030	US		ORD	WATERGUN	FIGURATIVE	REGISTERED	26-Apr-1956	72244322	26-Dec-1967	0841190	Goulds Pumps, Inc.	
IP-GWT-M0034	US		ORD	INPE	WORD	REGISTERED	15-Apr-1971	72389267	17-Oct-1972	0945423	Goulds Pumps, Inc.	
IP-GWT-M0131	IN		ORD	CHIETAIN	WORD	REGISTERED	27-Oct-2004	1317671	27-Oct-2004	1317671	Goulds Pumps, Inc.	
IP-WT-M0050	US		ORD	BLUE VISION	WORD	REGISTERED					Goulds Pumps, Inc.	

TRADEMARK

REEL: 007422 FRAME: 0089