

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crane Pumps & Systems, Inc.		01/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crane Pumps & Systems PFT Corp.		
<b>Street Address:</b>	420 East Third Street		
<b>City:</b>	Piqua		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45356		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1688746	BARNES	
<b>Registration Number:</b>	3108092	BARNES ECO TRAN SYSTEM	
<b>Registration Number:</b>	5498151	BARNES UPGRADE CORE	
<b>Registration Number:</b>	4316220	BURKS	
<b>Registration Number:</b>	5012838	CROWN	
<b>Registration Number:</b>	5100304	DEMERSIBLE	
<b>Registration Number:</b>	3132457	DEMING	
<b>Registration Number:</b>	0710540	DEMING	
<b>Registration Number:</b>	1343831	LIFE-LOK	
<b>Registration Number:</b>	2383938	MENTOR	
<b>Registration Number:</b>	1272391	PROSSER	
<b>Registration Number:</b>	4053949	SHUR-SWITCH	
<b>Registration Number:</b>	5182266	UPGRADE CORE	
<b>Registration Number:</b>	3003410	WEINMAN	
<b>Registration Number:</b>	1170946	X-PRUF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9726283616		
<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>			

OP \$390.00 1688746

**Phone:** 9726283600  
**Email:** cranetm@munckwilson.com  
**Correspondent Name:** Matthew S. Anderson  
**Address Line 1:** 12770 Coit Road, Suite 600  
**Address Line 4:** Dallas, TEXAS 75251

<b>ATTORNEY DOCKET NUMBER:</b>	CRNC01-00063
<b>NAME OF SUBMITTER:</b>	Matthew S. Anderson
<b>SIGNATURE:</b>	/Matthew S. Anderson/
<b>DATE SIGNED:</b>	01/10/2022

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of January 1, 2022, ("Effective Date"), by and between Crane Pumps & Systems, Inc., a Delaware Corporation, with an address of 420 East Third Street, Piqua, Ohio, 45356 United States, ("Assignor") and Crane Pumps & Systems PFT Corp., a Delaware Corporation with an address of 420 East Third Street, Piqua, Ohio, 45356, United States ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to certain Intellectual Property, including patents and patent applications, trademarks and service marks, both registered and unregistered, copyrights, and Other Intellectual Property under statutory or common law worldwide;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, transfer, convey, assign, and deliver to Assignee, all right, title, and interest in and to the Intellectual Property, together with all common law rights therein, along with the ongoing business and all goodwill of the business associated with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of Ten Dollars (USD \$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TRADEMARK ASSIGNMENTS

1. Assignor does hereby assign to Assignee the trademarks and/or service marks identified in Schedule A attached hereto and the applications and registrations therefor shown in the said Schedule A, and any other trademark rights owned by Assignor throughout the world (the "Trademarks");
2. Assignor does hereby assign to Assignee all right, title, and interest in and to the Trademarks, including all applications and registrations for the Trademarks, and including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the Trademarks.
3. Assignor will discontinue its business operations with respect to the Trademarks as of the Effective Date;
4. Assignee will continue the business, or portions thereof to which the Trademarks pertain, as of the Effective Date, and has a bona fide intent to use the Trademarks in commerce, whereby Assignee is the successor to the business of the Assignor, or portions thereof to which the Trademarks pertain;

3. Assignor also assigns to Assignee, its successors, assigns and legal representatives, the full and exclusive right, title, and interest to the inventions disclosed in said Patents throughout the world, and all other inventions owned by the Assignor, including the right to file applications and obtain patents, utility models, industrial models, and designs for the inventions in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the inventions and all rights to register the inventions in appropriate registries, all foreign rights arising from pre-grant publication of the Patents;
4. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.
5. Assignor agrees to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Properties in all countries.
6. Assignor hereby authorizes Assignee to record this Assignment with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office, with respect to the Properties. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

#### OTHER INTELLECTUAL PROPERTY ASSIGNMENTS

1. Assignor desires to assign to Assignee all other Intellectual Property, whether or not identified in Schedule A or Schedule B attached hereto, including, without limitation, all registered or unregistered rights to inventions, patents, trademarks, service marks, trade dress, copyrights, trade secrets, industrial designs, utility models, database rights, maskworks, moral rights, Internet domain names and registrations, and social media accounts and usernames owned by Assignor throughout the world (the "Other Intellectual Property");
2. Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Other Intellectual Property throughout the world, all rights to register, protect, and enforce the Other Intellectual Property, and all rights to damages and injunctive remedies arising from infringement of the Other Intellectual Property.

3. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in the Other Intellectual Property in Assignee, its successors, assigns and legal representatives.

This Assignment of Intellectual Property shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date written above.

Crane Pumps & Systems, Inc.

Crane Pumps & Systems PFT Corp.

By: Matthew D. Michael

By: Matthew D. Michael

Name: Matthew D. Michael

Name: Matthew D. Michael

Title: Assistant Secretary

Title: Assistant Secretary

STATE OF Connecticut )  
 COUNTY OF Fairfield )

ss. Started 12/15/2021

On December 15, 2021, before me, Lenora Rowser, Notary Public, personally appeared Matthew D. Michael, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Lenora Rowser

Notary Public

My commission expires:

**LENORA ROWSER**  
**NOTARY PUBLIC**  
 State of Connecticut  
 MY COMMISSION EXPIRES DEC. 31, 2024

**Schedule A**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application No</u>	<u>Registration No</u>
Brazil	BARNES	002622696	
Canada		0255004	TMA122048
Canada	LIFE-LOK	0220202	UCA46888
Canada		1519241	TMA822734
Canada	SHUR-SWITCH	1517045	TMA829856
Canada		1682876	TMA908648
Ecuador	BARNES	M23019	2440
Ecuador		M23020	2441
Ecuador	BARNES DE COLOMBIA	M23021	2442
Mexico	BARNES	168100	255042
Mexico	DEMING	4247	319738
United States	BARNES	74106408	1688746
United States		78535950	3108092
United States	BARNES UPGRADE CORE	86665188	5498151
United States	BURKS	85676007	4316220
United States	CROWN	86856553	5012838
United States	DEMERSIBLE	87024549	5100304
United States	DEMING	78673176	3132457
United States	DEMING	72097464	0710540
United States	LIFE-LOK	73508297	1343831
United States	MENTOR	75528689	2383938
United States	PROSSER	73367281	1272391
United States	SHUR-SWITCH	85129898	4053949
United States	UPGRADE CORE	86665191	5182266
United States	WEINMAN	76593626	3003410
United States	X-PRUF	73274134	1170946
Venezuela	BARNES	M1991/005032	F162944
Venezuela		M1991/005033	F162945
Venezuela	BARNES DE COLOMBIA	M1991/005031	F162943
Venezuela	DEMING	M1949/001836	F023178

**Schedule B**

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Patent/Design No.</u>
Australia	2004279619		2004279619
Australia	2003215312		2003215312
Australia	2013337115		201333715
Australia	2021204511		
Canada	2540556		2540556
Canada	2477640		2477640
Canada	2708798		2708798
Canada	2827895		2827895
Canada	2827571		2827571
Canada	180942		180942
Canada	187501		187501
Canada	187499		187499
Canada	CA3123536		
Canada	CA2886640A	CA2886640A1	
Denmark	4770260		1689529
Denmark	PA 2015 00310		PR 178908
Denmark	PA202170341		
Europe	005293040-0001		Reg. Des. 005293040-0001
Europe	005293040-0002		Reg. Des. 005293040-0002
Europe	005293040-0003		Reg. Des. 005293040-0003
European Patent Office	EP20040770260		EP1689529B1
Great Britain	4770260		1689529
Great Britain	005293040-0001		Reg. Des. 90052930400001
Great Britain	005293040-0002		Reg. Des. 90052930400002
Great Britain	005293040-0003		Reg. Des. 90052930400003
Mexico	PA/a/2006/004143		264861
New Zealand	705780		705780
New Zealand	424412		Reg. Des. 424412
New Zealand	424413		Reg. Des. 424413
Sweden	1550690-0	1550690-0	SE540594C2
Sweden	2150857-7		
United States	10/595,301	US20070069050A1	7357341
United States	10/504,730	US20050175466A1	7578657
United States	12/396,892	US20100099286A1	7931473
United States	12/269,416	US20090155048A1	8128360
United States	12/472,794		8267640
United States	12/495,134	US20100329889A1	8167578

United States	14/000,553	US20150021901A1	9181960
United States	13/621,905	US20150104288A1	9062680
United States	29/630,284		D847,863
United States	16/920,087		
United States	63/136,237		