

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM705275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Aqua, LLC		12/31/2021	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Franklin Electric Co., Inc.		
<b>Street Address:</b>	9255 Coverdale Road		
<b>City:</b>	Fort Wayne		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46809		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5098863	ECOMAX	
Registration Number:	5210155	IRON LAZER	
Registration Number:	4933899	WATER THAT WORKS	
Registration Number:	4663868	ACHIEVE AQUALIBRIUM	
Registration Number:	4796396	PROFICIENT H2O	
Registration Number:	4437365	SULFUR CURTAIN	
Registration Number:	4022807	IRON CURTAIN JR	
Registration Number:	4022806	IRON CURTAIN	
Registration Number:	4022805	IRON CURTAIN JR	
Registration Number:	2805040	HELLENBRAND	
Registration Number:	3690159	HELLENBRAND · ENVIRONMENTALLY FRIENDLY ·	
Registration Number:	3693201	NATURALLY TASTEFUL...TASTEFULLY NATURAL	
Registration Number:	3696382	WHAT'S IN YOUR WATER?	
Registration Number:	2620858	PROMATE	
Registration Number:	2406893	AQUA SYSTEMS	
Registration Number:	2251230	PURE CHOICE	
Registration Number:	1695512	AQUAVON	
Registration Number:	1682807	IRON CURTAIN	

OP \$490.00 5098863

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5277437	CLEAR SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:** 7349302494  
*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:** 2489251921  
**Email:** trademarks@bodmanlaw.com  
**Correspondent Name:** Jennifer M. Hetu  
**Address Line 1:** 201 W. Big Beaver Road, Suite 500  
**Address Line 4:** Troy, MICHIGAN 48084

<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu
<b>SIGNATURE:</b>	/jmh/
<b>DATE SIGNED:</b>	01/28/2022

**Total Attachments: 7**  
source=New Aqua Merger#page1.tif  
source=New Aqua Merger#page2.tif  
source=New Aqua Merger#page3.tif  
source=New Aqua Merger#page4.tif  
source=New Aqua Merger#page5.tif  
source=New Aqua Merger#page6.tif  
source=New Aqua Merger#page7.tif

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF MERGER  
of  
**FRANKLIN ELECTRIC CO., INC.**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that an Articles of Merger of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The following non-surviving entity(s):

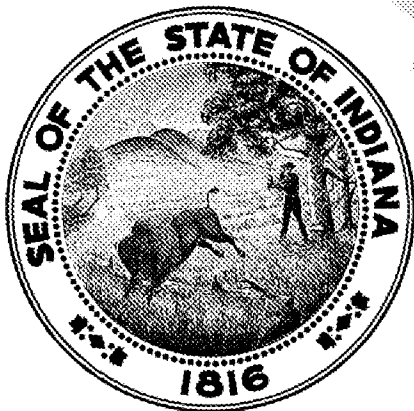
**NEW AQUA, LLC**

a(n) Domestic Limited Liability Company

merged with and into the surviving entity(s):

**FRANKLIN ELECTRIC CO., INC.**

NOW, THEREFORE with this document I certify that said transaction will become effective Friday, December 31, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 23, 2021

HOLLI SULLIVAN  
SECRETARY OF STATE

194130-075 / 9228226

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



# ARTICLES OF MERGER

State Form 56363 (R5 / 6-19)

Indiana Code 23-0.5-9-45  
23-0.6-2-5

FILING FEE:  
For-Profit Entities: \$90.00

The undersigned, desiring to engage in a merger pursuant to the provisions of Indiana Code 23-0.6-2, executes the following Articles of Merger.

## ARTICLE I – NON-SURVIVING ENTITIES

Please provide the name, entity type, and jurisdiction of formation for each merging entity that is not the surviving entity.

Name	Entity Type	Jurisdiction of Formation
New Aqua, LLC	Limited Liability Company	Indiana

## ARTICLE II – SURVIVING ENTITY

SECTION 1: Name of the entity (The name must meet the requirements of Indiana Code 23-0.5-3-1.)

The name of the merging entity that is the surviving entity

Franklin Electric Co., Inc.

SECTION 2: Entity type (Example: corporation, limited liability company, etc.)

The entity type of the surviving entity

Corporation

SECTION 3: Jurisdiction

The jurisdiction of formation of the surviving entity

Indiana

## ARTICLE III – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to [INBIZ.in.gov](http://INBIZ.in.gov).

Provide either commercial registered agent or noncommercial registered agent information below.

<input checked="" type="checkbox"/> Commercial registered agent	Name of registered agent (Do not provide address.) Corporation Service Company
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OR

<input type="checkbox"/> Noncommercial registered agent	Name of registered agent
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Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)	City	State IN	ZIP code
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(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

☒ By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Merger has consented to the appointment of Registered Agent.

## ARTICLE IV – EFFECTIVE DATE

Effective date of the Articles of Merger (month, day, year) (The effective date may not be more than ninety (90) days after the date the Articles of Merger were filed.)

December 31, 2021

## ARTICLE V – ADDITIONAL INFORMATION

Please complete either a. or b. below.

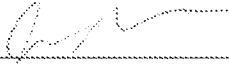
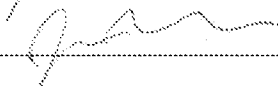
- If the surviving entity is a domestic entity, please attach any amendments to the entity's public organic record approved as part of the plan of merger as required by Indiana Code 23-0.6-2-5(b)(5) and designate it "Exhibit A."
- If the surviving entity is a foreign entity that is not a registered foreign entity, please provide an address to which the Secretary of State may send any process served on the Secretary of State under Indiana Code 23-0.5-2-6(e).

Number and street	City	State	ZIP code
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**ARTICLE VI - APPROVAL**

This merger was approved in accordance with Indiana Code 23-0.6.

In Witness Whereof, the undersigned duly authorized representative(s) of the merging entity(ies) executes these Articles of Merger and verifies, subject to penalties of perjury, that the statements contained herein are true, this 8th day of November, 20 21

Signature 	Printed name Jonathan Grandon	Title Secretary
Signature 	Printed name Jonathan Grandon	Title Secretary
Signature	Printed name	Title
Signature	Printed name	Title

**UNANIMOUS WRITTEN CONSENT OF THE SOLE MEMBER OF  
NEW AQUA, LLC**

The undersigned member of New Aqua, LLC, an Indiana limited liability company (the "**Company**"), being the sole member of the Company (the "**Member**"), in accordance with the Uniform Business Organization Transactions Act and the Company Agreement, hereby adopt the following Unanimous Written Consent, without providing notice, holding a meeting, or taking a vote.

**WHEREAS**, the Company has agreed to enter into a form of Agreement and Plan of Merger attached hereto as **Appendix A** (the "Merger Agreement") with the Member, whereby the Company will merge with the Member, with the Member to continue as the surviving entity and the separate existence of the Company to cease from and after the Effective Time as that term is defined in the Merger Agreement; and

**WHEREAS**, the undersigned Member expressly consents to the adoption of the following resolutions by unanimous consent and agrees that entry into the Merger Agreement is advisable and in the best interests of the Company; and

**WHEREAS**, such adoption shall be valid and have the same force and effect as though such resolutions had been adopted at a formal meeting.

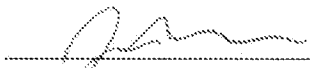
**THEREFORE, BE IT:**

**RESOLVED**, that that the Company is authorized to enter into the Merger Agreement and execute all such documents necessary and appropriate to effectuate the Merger by and between the Company and the Member whereby the Member will continue as the surviving entity and the separate existence of the Company will cease upon the terms of and subject to the conditions set forth in the Merger Agreement.

The undersigned directs that an executed copy of this Unanimous Written Consent be filed with the minutes of the proceedings of the Members.

**IN WITNESS WHEREOF**, the undersigned Member has duly executed this Unanimous Written Consent as of November 8, 2021.

**FRANKLIN ELECTRIC CO., INC. – SOLE MEMBER**

  
\_\_\_\_\_  
Jonathan M. Grandon  
Secretary

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of November 1, 2021, by and between New Aqua, LLC, an Indiana limited liability company ("**New Aqua**"), and Franklin Electric Co., Inc., an Indiana corporation ("**Franklin Electric**").

**WHEREAS**, each of the parties has approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, New Aqua, in accordance with the Uniform Business Organization Transactions Act (the "**Code**"), will merge with and into Franklin Electric, with Franklin Electric as the surviving entity (the "**Merger**"); and

**WHEREAS**, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 23-0.6-2 of the Code, New Aqua shall be merged with and into Franklin Electric at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of New Aqua shall cease, and Franklin Electric shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Code.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the state of Indiana with respect to the Merger. The Merger shall become effective at 11:59p.m. Eastern Time on December 31, 2021 (the "**Effective Time**").

(b) From the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of New Aqua shall vest in Franklin Electric, as the Surviving Entity, and (ii) all debts, liabilities, obligations and duties of New Aqua shall become the debts, liabilities, obligations and duties of Franklin Electric, as the Surviving Entity.

3. Organizational Documents. The bylaws of Franklin Electric in effect at the Effective Time shall be the bylaws of the Surviving Entity until thereafter amended as provided therein, and the articles of incorporation of Franklin Electric in effect at the Effective Time shall be the articles of incorporation of the Surviving Entity until thereafter amended as provided therein.

4. Directors and Officers. The directors and officers of Franklin Electric immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and the bylaws of the Surviving Entity.

5. Treatment of Shares and Membership Interest in the Surviving Entity. At the Effective Time, by virtue of the Merger and without any action on the part of New Aqua or Franklin Electric the membership interests of New Aqua shall be cancelled.

6. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or

conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**New Aqua, LLC**

By 

Jonathan M. Grandon

Secretary

**Franklin Electric Co., Inc.**

By 

Jonathan M. Grandon

Secretary