

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Posilock Puller, Inc.		07/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	SPX FLOW US, LLC		
Street Address:	13320 Ballantyne Corporate Place		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1625655	POSI LOCK	
Registration Number:	1620599		
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	215-568-3100		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Lesley M. Grossberg		
Address Line 1:	1735 Market Street		
Address Line 2:	Suite 3300		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7501		
ATTORNEY DOCKET NUMBER:	120099.00005		
NAME OF SUBMITTER:	Lesley M. Grossberg		
SIGNATURE:	/Lesley M. Grossberg/		
DATE SIGNED:	03/04/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective July 31, 2020 (the “Effective Date”), by and between Posilock Puller, Inc., a North Dakota corporation, whose address is 805 Sunflower Avenue SW, Cooperstown, ND 58425 (“Assignor”) and SPX FLOW US, LLC., a Delaware limited liability company, whose address is 13320 Ballantyne Corporate Place, Charlotte, NC 28277 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties, together with the current equityholders of Assignor, to that certain Asset Purchase Agreement dated as of July 31, 2020 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and registrations therefor set forth on Schedule A attached hereto (collectively, the “Purchased Trademarks”) and to the registered domain names set forth on Schedule B attached hereto (the “Purchased Domain Names”); and

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.
2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of its right, title, and interest in, to and under the Purchased Trademarks and the Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof and the right to sue and recover for past, present or future infringements or misappropriations thereof), free and clear of all Liens (other than Permitted Liens). Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer the Purchased Domain Names and (ii) cooperation in executing documents requested by Assignee to complete formalities for perfecting the assignment of all Purchased Trademarks and recordation of the assignment of the Purchased Trademark registrations with the appropriate governmental authorities.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without reference to its conflict of laws rules.

6. This Agreement may be executed simultaneously in multiple counterparts (including by facsimile, PDF or similar method), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

Assignor:

POSILOCK PULLER, INC.

By: Stacy Somerville
Name: STACY SOMERVILLE
Title: CEO

Assignee:

SPX FLOW US, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007650 FRAME: 0565

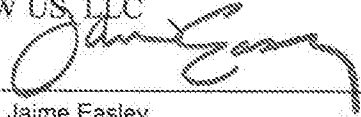
Assignor:

POSILOCK PULLER, INC.

By: _____
Name: _____
Title: _____

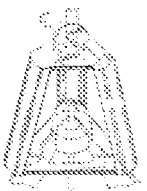
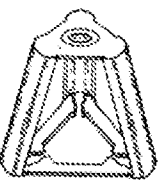
Assignee:

SPX FLOW US, LLC

By:  _____
Name: Jaime Easley
Title: President

Schedule A

Purchased Trademarks

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Goods
POSI LOCK	U.S.	73/795,463 April 24, 1989	1,625,655 December 4, 1990	Posi Lock Puller, Inc.	Hand-operated gear and bearing pullers
	U.S.	73/815,295 July 27, 1989	1,620,599 October 30, 1990	Posi Lock Puller, Inc.	Hand tools, namely, bearing pullers
POSI LOCK	Canada	643213 October 23, 1989	TMA389493 October 25, 1991	Posi Lock Puller, Inc.	Gear and bearing pullers
	Mexico	258918 April 3, 1996	1321753 October 23, 2012	Posi Lock Puller, Inc.	Manual tools, mainly, bearing handles
POSI LOCK	Mexico	258745 April 2, 1996	524620 June 25, 1996	Posi Lock Puller, Inc.	Gear and bearing handles operated by hand
POSI LOCK	New Zealand	196846	196846	Posi Lock Puller, Inc.	Hand tools and implements (hand operated) including gear and bearing pullers

Schedule B

Purchased Domain Names

posilock.com

posilockemea.com

posilockpulleremea.us