

## TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM787230

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900739088

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moen Incorporated		07/23/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Fortune Brands Water Innovations LLC
<b>Street Address:</b>	25300 Al Moen Drive
<b>City:</b>	North Olmsted
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44070
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5890267	FLO
Registration Number:	5918856	FLO
Registration Number:	5105821	FLO
Registration Number:	5196138	FLO
Registration Number:	5134215	FLO
Registration Number:	5988709	
Registration Number:	5868901	FLO REPORT
Registration Number:	5582409	FLO REPORT
Registration Number:	5888951	FLOPROTECT
Registration Number:	6389779	FLOSENSE
Registration Number:	6136613	NEVER MISS A DRIP
Registration Number:	5557152	NEVER MISS A DRIP
Registration Number:	5557151	PREVENTING LOSS, ONE DRIP AT A TIME

## CORRESPONDENCE DATA

Fax Number:

*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: 2166228329

**Email:** ipdocket@calfee.com  
**Correspondent Name:** Tara A. Kastelic  
**Address Line 1:** 1405 East Sixth Street  
**Address Line 2:** The Calfee Building  
**Address Line 4:** CLEVELAND, OHIO 44114

**ATTORNEY DOCKET NUMBER:** 27475/18289

**NAME OF SUBMITTER:** Carol A. Costanza

**SIGNATURE:** /Carol A. Costanza/

**DATE SIGNED:** 02/15/2023

**Total Attachments: 6**

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# CONFIRMATORY INTERNATIONAL TRADEMARK ASSIGNMENT

THIS CONFIRMATORY INTERNATIONAL TRADEMARK ASSIGNMENT is entered into with an effective date of July 23, 2022 (this "Confirmatory Assignment") by and between **Moen Incorporated**, a Delaware corporation (together with its successors and permitted assigns, "Moen") and **Fortune Brands Water Innovations LLC**, formerly known as FB Global Plumbing Group LLC, a Delaware company, (together with its successors and permitted assigns, "FBWINN").

## RECITALS:

WHEREAS, Flo Technologies, Inc. ("Flo") owned certain trademark applications and registrations worldwide as specifically described on Schedule A (which may be amended from time to time) along with any issuances, extensions, and renewals thereof (the "Trademarks").

WHEREAS, as of July 23, 2022, Flo fully merged with and into Moen, and as such, Moen acquired all right, title, and interest in the Trademarks.

WHEREAS, as of July 23, 2022, Moen assigned and transferred to FBWINN, and FBWINN acquired from Moen, Moen's entire right, title and interest in each of the Trademarks together with the corresponding goodwill symbolized by such Trademarks in their respective jurisdictions.

WHEREAS, the parties wish to further document the aforementioned assignment and transfer in this Confirmatory Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Trademark Assignment. This is to confirm for recordation purposes that Moen has contributed, assigned, conveyed, granted and transferred to FBWINN, and FBWINN has accepted, the following:

(a) Moen's entire right, title and interest in and to the Trademarks in their respective jurisdictions worldwide, whether or not such Trademarks have been registered prior to, on or after the effective date of this Confirmatory Assignment, and any and all renewals and extensions (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all corresponding goodwill associated with such Trademarks in each applicable jurisdiction;

(b) any and all claims, demands and rights of action whatsoever with respect to any of the foregoing, whether accruing before, on, or after the effective date hereof, both statutory and based upon common law, that Moen had or might have had by reason of any infringement or any related claims together with the right to prosecute such claims, demands and rights of action in FBWINN's own name, including but not limited to (i) infringement, misuse, violation, breach, default, dilution or unfair competition relating to any of the foregoing, (ii) all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief based the foregoing conduct whether past, present, or future, and (iii) the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

(c) any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any and all of the foregoing;

(d) all rights corresponding to the foregoing worldwide as fully and entirely as the same would have been held and enjoyed by Moen had the assignment and transfer as confirmed in this

Confirmatory Assignment not been made, including without limitation rights arising under any applicable laws in each respective jurisdiction worldwide or by international treaties and conventions; and

(e) if any right, title, and/or interest in and to the Trademarks remained in Moen after the effective date hereof, Moen hereby contributes, assigns, conveys, grants, and transfers such remaining right, title, and/or interest to FBWINN, and FBWINN hereby accepts such remaining right, title and/or interest.

2. Further Assurance. Moen agrees that it shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by FBWINN to further effect and evidence the transactions confirmed herein, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to FBWINN, or any assignee or successor thereto. Moen hereby authorizes the authorities at the respective Trademark Offices of each applicable country worldwide to record and register this Confirmatory Assignment upon request by FBWINN.

3. Enforceability. If any provision of this Confirmatory Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Confirmatory Assignment, as the case may require, and this Confirmatory Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Confirmatory Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by both Moen and FBWINN.

5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

6. Counterparts. This Confirmatory Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

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

[signature page follows]

IN WITNESS WHEREOF, each of Moen and FBWINN has caused this Confirmatory International Trademark Assignment to be executed as of the date first written above.

**MOEN INCORPORATED**  
("Moen")

By: Ashtley George

Name: Ashtley George

Title: CEO & VP Finance, GPO

**FORTUNE BRANDS WATER INNOVATIONS LLC**  
("FBWINN")

By: Cheri Phyltor

Name: Cheri Phyltor

Title: President

SCHEDULE A

**International Trademark List**

<u>Country Name</u>	<u>Status</u>	<u>Mark</u>	<u>Application No.</u>	<u>Reg. Number</u>
<u>Australia</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>2058816</u>	<u>2058816</u>
<u>Australia</u>	<u>Registered</u>	<u>FLO MACRON DESIGN</u>	<u>2057208</u>	<u>2057208</u>
<u>Canada</u>	<u>Pending</u>	<u>FLO</u>	<u>1981897</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLO</u>	<u>1981898</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLO (STYLIZED)</u>	<u>1955017</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLO MACRON DESIGN</u>	<u>2001250</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLODETECT</u>	<u>1977484</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLOPROTECT</u>	<u>1977483</u>	
<u>Canada</u>	<u>Pending</u>	<u>FLOSENSE</u>	<u>1976906</u>	
<u>China (People's Republic)</u>	<u>Pending</u>	<u>FLO</u>	<u>40783200</u>	
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLO</u>	<u>40783199</u>	<u>40783199</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>37432866</u>	<u>37432866</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLO MACRON DESIGN</u>	<u>43679256</u>	<u>43679256A</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLODETECT</u>	<u>38864146</u>	<u>38864146</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLODETECT</u>	<u>38864144</u>	<u>38864144</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLOPROTECT</u>	<u>38864143</u>	<u>38864143</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLOSENSE</u>	<u>38864147</u>	<u>38864147</u>
<u>China (People's Republic)</u>	<u>Registered</u>	<u>FLOSENSE</u>	<u>38864145</u>	<u>38864145</u>
<u>European Union</u>	<u>Registered</u>	<u>FLO</u>	<u>018109880</u>	<u>018109880</u>
<u>European Union</u>	<u>Registered</u>	<u>FLO</u>	<u>018109879</u>	<u>018109879</u>
<u>European Union</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>014756886</u>	<u>014756886</u>
<u>Mexico</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>2181980</u>	<u>2090107</u>
<u>Mexico</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>2181976</u>	<u>2090306</u>
<u>Mexico</u>	<u>Registered</u>	<u>FLO (SYTLIZED)</u>	<u>2181978</u>	<u>2053243</u>
<u>United Kingdom</u>	<u>Registered</u>	<u>FLO</u>	<u>018109880</u>	<u>UK0091810988</u> <u>0</u>
<u>United Kingdom</u>	<u>Registered</u>	<u>FLO</u>	<u>018109879</u>	<u>UK0091810987</u> <u>9</u>
<u>United Kingdom</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>014756886</u>	<u>UK0091475688</u> <u>6</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO</u>	<u>88/381,017</u>	<u>5,890,267</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO</u>	<u>88/381,033</u>	<u>5,918,856</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>86/619,839</u>	<u>5,105,821</u>

<u>United States of America</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>86/619,837</u>	<u>5,196,138</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO (STYLIZED)</u>	<u>86/619,834</u>	<u>5,134,215</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO MACRON DESIGN</u>	<u>88/509,949</u>	<u>5,988,709</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO REPORT</u>	<u>87/530,653</u>	<u>5,868,901</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLO REPORT</u>	<u>87/978,220</u>	<u>5,582,409</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLOPROTECT</u>	<u>88/250,185</u>	<u>5,888,951</u>
<u>United States of America</u>	<u>Registered</u>	<u>FLOSENSE</u>	<u>88/250,182</u>	<u>6,389,779</u>
<u>United States of America</u>	<u>Registered</u>	<u>NEVER MISS A DRIP</u>	<u>87/492,317</u>	<u>6,136,613</u>
<u>United States of America</u>	<u>Registered</u>	<u>NEVER MISS A DRIP</u>	<u>87/978,055</u>	<u>5,557,152</u>
<u>United States of America</u>	<u>Registered</u>	<u>PREVENTING LOSS, ONE DRIP AT A TIME</u>	<u>87/978,051</u>	<u>5,557,151</u>



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

February 03, 2023

PTAS

TARA A. KASTELIC  
1405 EAST SIXTH STREET  
THE CALFEE BUILDING  
CLEVELAND, OH 44114



900739088

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the receiving party's address. The cover sheet states the receiving party's address as the United States however, you must provide a state name.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, March 6, 2023**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900739088**

**Access Code: QIBIO0K2PROV1UX**

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SHANIECE HAYES  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION