

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864348

<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>
Zurn Industries, LLC		12/08/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zurn Water, LLC		
<b>Street Address:</b>	511 West Freshwater Way		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53204		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 60</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5552209	ALAMERE SERIES	
<b>Registration Number:</b>	4732771	AQUA-FIT	
<b>Registration Number:</b>	1465341	AQUAFLUSH	
<b>Registration Number:</b>	2767858	AQUA-GARD	
<b>Registration Number:</b>	4368012	AQUAGREEN	
<b>Registration Number:</b>	1867584	AQUA-PANEL	
<b>Registration Number:</b>	1574708	AQUAPARTS	
<b>Registration Number:</b>	1849188	AQUASENSE	
<b>Registration Number:</b>	2096094	AQUASPEC	
<b>Registration Number:</b>	2646569	AQUAVANTAGE	
<b>Registration Number:</b>	2496277	AV	
<b>Registration Number:</b>	3764439	BIO CARE	
<b>Serial Number:</b>	90510330	BRIGHTSHIELD	
<b>Registration Number:</b>	5629058	CAMAYA SERIES	
<b>Registration Number:</b>	3145591	CONTROL-FLO	
<b>Registration Number:</b>	3212247		
<b>Registration Number:</b>	2801753		
<b>Registration Number:</b>	0994544	ECOLOTROL	
<b>Registration Number:</b>	3231524	ECOVANTAGE	

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Property Type	Number	Word Mark
Registration Number:	2263524	E-Z FLUSH
Registration Number:	4842374	EZCARRY
Registration Number:	4731857	EZR
Registration Number:	5558596	EZ-SET
Registration Number:	5197457	EZSWAP
Registration Number:	2977112	FLO THRU
Registration Number:	7069049	FLOFORCE
Registration Number:	2844715	FLO-THRU
Registration Number:	3235181	FLO-TROL
Registration Number:	5192184	FOG-CEPTOR
Registration Number:	2875600	FROET DRAIN
Registration Number:	5124656	FULMER SERIES
Registration Number:	4358496	GO BLUE
Registration Number:	7056264	HYDRO-X POWER
Registration Number:	2446454	INSUL GUARD
Registration Number:	2510324	METROFLUSH
Registration Number:	5576613	NACHI SERIES
Registration Number:	5311616	NACHI SERIES
Registration Number:	4660808	OMNI-FLO
Serial Number:	97494400	ONECORE
Registration Number:	2122269	PERMA-TRENCH
Registration Number:	2245534	PRESSURE-TRU
Registration Number:	1866292	RETROFLUSH
Registration Number:	1893532	SANI-FLO
Registration Number:	5623311	SERIO SERIES
Registration Number:	4796163	SERIO SERIES
Registration Number:	3923175	SHOKTROL
Registration Number:	1926378	SIERRA
Registration Number:	3320733	STAB-LOCK
Registration Number:	5590888	SUNDARA
Registration Number:	2355665	TEMP-GARD
Registration Number:	1812858	TEMP-GARD
Registration Number:	5680920	TEMPREADY
Registration Number:	5629057	TEVIOT SERIES
Registration Number:	3389517	THE PINT
Registration Number:	2903889	TOP-SET
Registration Number:	0785827	WADE
Registration Number:	2932957	WILKINS

Property Type	Number	Word Mark
Registration Number:	5191627	Z-BITE
Registration Number:	5191628	Z-PRESS
Registration Number:	5352100	ZSHIELD

**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.*

**Email:** katrina.balasko@quarles.com

**Correspondent Name:** NICOLE M. MURRAY AT QUARLES & BRADY LLP

**Address Line 1:** 300 N. LASALLE STREET, SUITE 4000

**Address Line 4:** Chicago, ILLINOIS 60654-3406

<b>ATTORNEY DOCKET NUMBER:</b>	158214.00961
<b>NAME OF SUBMITTER:</b>	Nicole M. Murray
<b>SIGNATURE:</b>	/Nicole M. Murray/
<b>DATE SIGNED:</b>	12/28/2023

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of December 8, 2023, by and between **Zurn Water, LLC**, a Texas limited liability company ("Assignee"), and **Zurn Industries, LLC**, a Texas limited liability company ("Assignor"). Capitalized terms used herein and not defined shall have the meanings given to them in the Contribution Agreement (as defined below).

### RECITALS:

- (a) Assignor and Assignee have entered into a Contribution Agreement as of even date herewith (the "Contribution Agreement") relating to the contribution by Assignor of certain assets of Assignor to Assignee, including the trademarks listed on Exhibit 1 hereto (the "Trademarks").
- (b) This Assignment is being executed pursuant to the Contribution Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and other such foreign trademark offices to record Assignee as the exclusive owner of Assignor's right, title, and interest in the Trademarks.

4. Assignor further agrees that should additional documentation of the Assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignee is unable for any reason whatsoever to secure the necessary signatures to any document Assignor is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints

Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. Assignor's right, title, and interest in the Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail.

6. This Assignment shall be governed by and construed under and in accordance with the internal laws of the State of Texas, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.


7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Assignment agrees that a signature affixed to a counterpart of this Assignment and delivered by electronic transmission by or on behalf of such party is intended to be its, his or her signature and shall be valid, binding and enforceable against such person.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.


**ASSIGNOR:**

ZURN INDUSTRIES, LLC

By:   
Name: Jeffrey J. LaValle  
Its: Vice President, General Counsel and Secretary


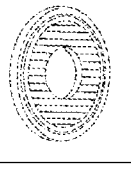
**ASSIGNEE:**

ZURN WATER, LLC


By:   
Name: Jeffrey J. LaValle  
Its: Vice President, General Counsel and Secretary

SCHEDULE 1

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner Name
ALAMERE SERIES	Canada	App 1863393	App 18-OCT-2017	Reg TMA1064367	Reg 26-NOV-2019	Zurn Industries, LLC
CAMAYA SERIES	Canada	App 1876633	App 09-JAN-2018	Reg TMA1052423	Reg 04-SEP-2019	Zurn Industries, LLC
CUMBERLAND SERIES	Canada	App 1863396	App 18-OCT-2017	Reg TMA1067330	Reg 24-DEC-2019	Zurn Industries, LLC
EZSWAP	Canada	App 1822838	App 14-FEB-2017	Reg TMA1027687	Reg 18-JUN-2019	Zurn Industries, LLC
FULMER SERIES	Canada	App 1863391	App 18-OCT-2017	Reg TMA1058993	Reg 15-OCT-2019	Zurn Industries, LLC
GO BLUE	Canada	App 1863385	App 18-OCT-2017	Reg TMA1098855	Reg 23-APR-2021	Zurn Industries, LLC
HYDROVANT AGE	Canada	App 1555056	App 06-DEC-2011	Reg TMA854771	Reg 09-JUL-2013	Zurn Industries, LLC
SERIO SERIES	Canada	App 1863394	App 18-OCT-2017	Reg TMA1058981	Reg 15-OCT-2019	Zurn Industries, LLC
SUNDARA	Canada	App 1833346	App 19-APR-2017	Reg TMA1058985	Reg 15-OCT-2019	Zurn Industries, LLC
TEVIOT SERIES	Canada	App 1876637	App 09-JAN-2018	Reg TMA1052422	Reg 04-SEP-2019	Zurn Industries, LLC
WADE	Canada	App 1477527	App 19-APR-2010	Reg TMA833589	Reg 04-OCT-2012	Zurn Industries, LLC
WILKINS	China	App 7919379	App 16-DEC-2009	Reg 7919379	Reg 07-MAR-2011	Zurn Industries, LLC (China)
ZURN WILKINS	China	App 8304350	App 17-MAY-2010	Reg 8304350	Reg 21-MAY-2011	Zurn Industries, LLC (China)
BRIGHT SHIELD	International Register  (Designation: CA)	1626097	03-AUG-2021	Reg 1626097	Reg 03-AUG-2021	Zurn Industries, LLC (United States of America)
BRIGHTSHIELD	International Register  (Designation: CA)	1626102	03-AUG-2021	Reg 1626102	Reg 03-AUG-2021	Zurn Industries, LLC (United States of America)
COMMERCIAL SENSE	International Register  (Designations: CA and GB)	1528085	16-DEC-2019	Reg 1528085	Reg 16-DEC-2019	Zurn Industries, LLC (United States of America)
EZSWAP	International Register  (Designation: AU)	1353019	21-FEB-2017	Reg 1353019	Reg 21-FEB-2017	Zurn Industries, LLC (United States of America)
FLO-THRU	International Register  (Designations: AU, MX, OM)	1348540	02-MAR-2017	Reg 1348540	Reg 02-MAR-2017	Zurn Industries, LLC (United States of America)

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner Name
<b>ONECORE</b>	International Register  (Designation: CA)	1704507	03-OCT-2022	Reg 1704507	Reg 03-OCT-2022	Zurn Industries, LLC (United States of America)
<b>FLO-THRU</b>	Saudi Arabia	App 1438018007	App 30-APR-2017	Reg 1438018007	Reg 24-Jul-2017	Zurn Industries, LLC (Unknown Applicant Country/Region)
<b>FLO-THRU</b>	United Arab Emirates	App 272208	App 26-APR-2017	Reg 272208	Reg 20-NOV-2017	زورن انڈسٹریز، ال ال سي
<b>ALAMERE SERIES</b>	United States	App 87572686	App 17-AUG-2017	Reg 5552209	Reg 28-AUG-2018	Zurn Industries, LLC
<b>AQUA-FIT</b>	United States	App 86186330	App 06-FEB-2014	Reg 4732771	Reg 05-MAY-2015	Zurn Industries, LLC
<b>AQUAFLUSH</b>	United States	App 73657891	App 29-APR-1987	Reg 1465341	Reg 17-NOV-1987	Zurn Industries, LLC
<b>AQUA-GARD</b>	United States	App 76384652	App 20-MAR-2002	Reg 2767858	Reg 23-SEP-2003	Zurn Industries, LLC
<b>AQUAGREEN</b>	United States	App 85786706	App 26-NOV-2012	Reg 4368012	Reg 16-JUL-2013	Zurn Industries, LLC
<b>AQUA-PANEL</b>	United States	App 74411811	App 13-JUL-1993	Reg 1867584	Reg 13-DEC-1994	Zurn Industries, LLC
<b>AQUAPARTS</b>	United States	App 73800688	App 15-MAY-1989	Reg 1574708	Reg 02-JAN-1990	Zurn Industries, LLC
<b>AQUASENSE</b>	United States	App 74329073	App 06-NOV-1992	Reg 1849188	Reg 09-AUG-1994	Zurn Industries, LLC
<b>AQUASPEC</b>	United States	App 75123287	App 21-JUN-1996	Reg 2096094	Reg 09-SEP-1997	Zurn Industries, LLC
<b>AQUAVANTAGE</b>	United States	App 76044759	App 09-MAY-2000	Reg 2646569	Reg 05-NOV-2002	Zurn Industries, LLC
<b>AV</b>	United States	App 76157004	App 31-OCT-2000	Reg 2496277	Reg 09-OCT-2001	Zurn Industries, LLC
<b>BIO CARE</b>	United States	App 77572130	App 17-SEP-2008	Reg 3764439	Reg 23-MAR-2010	Zurn Industries, LLC
<b>BRIGHTSHIELD</b>	United States	App 90510330	App 04-FEB-2021			Zurn Industries, LLC
<b>CAMAYA SERIES</b>	United States	App 87624711	App 27-SEP-2017	Reg 5629058	Reg 11-DEC-2018	Zurn Industries, LLC
<b>CONTROL-FLO</b>	United States	App 78771807	App 13-DEC-2005	Reg 3145591	Reg 19-SEP-2006	Zurn Industries, LLC
<i>Design Only</i> 	United States	App 78525935	App 02-DEC-2004	Reg 3212247	Reg 27-FEB-2007	Zurn Industries, LLC
<i>Design Only</i> 	United States	App 76311759	App 13-SEP-2001	Reg 2801753	Reg 06-JAN-2004	Zurn Industries, LLC
<b>ECOLOTRON</b>	United States	App 72444882	App 02-JAN-1973	Reg 0994544	Reg 01-OCT-1974	Zurn Industries, LLC



Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner Name
ECOVANTAGE	United States	App 78735423	App 18-OCT-2005	Reg 3231524	Reg 17-APR-2007	ZURN INDUSTRIES, INC.
E-Z FLUSH	United States	App 75291988	App 14-MAY-1997	Reg 2263524	Reg 20-JUL-1999	Zurn Industries, LLC
EZCARRY	United States	App 86360085	App 07-AUG-2014	Reg 4842374	Reg 27-OCT-2015	Zurn Industries, LLC
EZR	United States	App 85604893	App 23-APR-2012	Reg 4731857	Reg 05-MAY-2015	Zurn Industries, LLC
EZ-SET	United States	App 87512135	App 30-JUN-2017	Reg 5558596	Reg 11-SEP-2018	Zurn Industries, LLC
EZSWAP	United States	App 87143277	App 18-AUG-2016	Reg 5197457	Reg 02-MAY-2017	Zurn Industries, LLC
FLO THRU 	United States	App 76471964	App 25-NOV-2002	Reg 2977112	Reg 26-JUL-2005	Zurn Industries, LLC
FLOFORCE	United States	App 90359083	App 04-DEC-2020	Reg 7069049	Reg 30-MAY-2023	Zurn Industries, LLC
FLO-THRU	United States	App 78186542	App 19-NOV-2002	Reg 2844715	Reg 25-MAY-2004	Zurn Industries, LLC
FLO-TROL	United States	App 78700997	App 26-AUG-2005	Reg 3235181	Reg 24-APR-2007	Zurn Industries, LLC
FOG-CEPTOR	United States	App 86831632	App 25-NOV-2015	Reg 5192184	Reg 25-APR-2017	Zurn Industries, LLC
FROET DRAIN	United States	App 78176860	App 22-OCT-2002	Reg 2875600	Reg 17-AUG-2004	Zurn Industries, LLC
FULMER SERIES	United States	App 86207177	App 28-FEB-2014	Reg 5124656	Reg 17-JAN-2017	Zurn Industries, LLC
GO BLUE	United States	App 85339782	App 07-JUN-2011	Reg 4358496	Reg 25-JUN-2013	Zurn Industries, LLC
HYDRO-X POWER	United States	App 90700213	App 10-MAY-2021	Reg 7056264	Reg 16-MAY-2023	Zurn Industries, LLC
INSUL GUARD	United States	App 76033676	App 25-APR-2000	Reg 2446454	Reg 24-APR-2001	Zurn Industries, LLC
METROFLUSH	United States	App 76220347	App 06-MAR-2001	Reg 2510324	Reg 20-NOV-2001	Zurn Industries, LLC
NACHI SERIES	United States	App 87339710	App 17-FEB-2017	Reg 5576613	Reg 02-OCT-2018	Zurn Industries, LLC
NACHI SERIES	United States	App 86207197	App 28-FEB-2014	Reg 5311616	Reg 17-OCT-2017	Zurn Industries, LLC
OMNI-FLO	United States	App 86101437	App 25-OCT-2013	Reg 4660808	Reg 23-DEC-2014	Zurn Industries, LLC
ONECORE	United States	App 97494400	App 08-JUL-2022			Zurn Industries, LLC
PERMA-TRENCH	United States	App 75082900	App 03-APR-1996	Reg 2122269	Reg 16-DEC-1997	Zurn Industries, LLC
PRESSURE-TRU	United States	App 75345752	App 25-AUG-1997	Reg 2245534	Reg 18-MAY-1999	Zurn Industries, LLC
RETROFLUSH	United States	App 74404613	App 18-JUN-1993	Reg 1866292	Reg 06-DEC-1994	Zurn Industries, LLC
SANI-FLO	United States	App 74405107	App 21-JUN-1993	Reg 1893532	Reg 09-MAY-1995	Zurn Industries, LLC

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner Name
SERIO SERIES	United States	App 87339717	App 17-FEB-2017	Reg 5623311	Reg 04-DEC-2018	Zurn Industries, LLC
SERIO SERIES	United States	App 86207222	App 28-FEB-2014	Reg 4796163	Reg 18-AUG-2015	Zurn Industries, LLC
SHOKTROL	United States	App 85102960	App 09-AUG-2010	Reg 3923175	Reg 22-FEB-2011	Zurn Industries, LLC
SIERRA	United States	App 74518395	App 29-APR-1994	Reg 1926378	Reg 10-OCT-1995	Zurn Industries, LLC
STAB-LOCK	United States	App 78764371	App 01-DEC-2005	Reg 3320733	Reg 23-OCT-2007	Zurn Industries, LLC
SUNDARA	United States	App 87246967	App 23-NOV-2016	Reg 5590888	Reg 23-OCT-2018	Zurn Industries, LLC
TEMP-GARD	United States	App 75331035	App 23-JUL-1997	Reg 2355665	Reg 06-JUN-2000	Zurn Industries, LLC
TEMP-GARD	United States	App 74272088	App 04-MAY-1992	Reg 1812858	Reg 21-DEC-1993	Zurn Industries, LLC
TEMPREADY	United States	App 86824452	App 18-NOV-2015	Reg 5680920	Reg 19-FEB-2019	Zurn Industries, LLC
TEVIOT SERIES	United States	App 87624692	App 27-SEP-2017	Reg 5629057	Reg 11-DEC-2018	Zurn Industries, LLC
THE PINT	United States	App 77068642	App 20-DEC-2006	Reg 3389517	Reg 26-FEB-2008	Zurn Industries, LLC
TOP-SET	United States	App 78209500	App 31-JAN-2003	Reg 2903889	Reg 16-NOV-2004	Zurn Industries, LLC
WADE	United States	App 72180797	App 08-NOV-1963	Reg 0785827	Reg 02-MAR-1965	Zurn Industries, LLC
WILKINS	United States	App 78338942	App 10-DEC-2003	Reg 2932957	Reg 15-MAR-2005	Zurn Industries, LLC
Z-BITE	United States	App 86406032	App 25-SEP-2014	Reg 5191627	Reg 25-APR-2017	Zurn Industries, LLC
Z-PRESS	United States	App 86406043	App 25-SEP-2014	Reg 5191628	Reg 25-APR-2017	Zurn Industries, LLC
ZSHIELD	United States	App 87361776	App 07-MAR-2017	Reg 5352100	Reg 05-DEC-2017	Zurn Industries, LLC