

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI130181

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Waterman Industries, LLC | | 02/27/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Waterman Valve, LLC | | |
| Street Address: | 25500 Rd 204 | | |
| City: | Exeter | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93221 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4312352 | WATERMAN INDUSTRIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2052541099 | | |
| <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: | 2052541036 | | |
| Email: | tebbert@maynardnexsen.com | | |
| Correspondent Name: | C. Brandon Browning | | |
| Address Line 1: | 1901 6th Avenue North | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | Birmingham, ALABAMA 35203 | | |
| NAME OF SUBMITTER: | TRACI EBBERT | | |
| SIGNATURE: | TRACI EBBERT | | |
| DATE SIGNED: | 03/28/2024 | | |
| Total Attachments: 7 | | | |
| source=Bill of Sale for purchase of Waterman_Redacted#page1.tif | | | |
| source=Bill of Sale for purchase of Waterman_Redacted#page2.tif | | | |
| source=Bill of Sale for purchase of Waterman_Redacted#page3.tif | | | |
| source=Bill of Sale for purchase of Waterman_Redacted#page4.tif | | | |

CH \$40.00.00 85684634

source=Bill of Sale for purchase of Waterman_Redacted#page5.tif

source=Bill of Sale for purchase of Waterman_Redacted#page6.tif

source=Bill of Sale for purchase of Waterman_Redacted#page7.tif

TRADEMARK

REEL: 008383 FRAME: 0655

BILL OF SALE

IN CONSIDERATION of the receipt of the sum of \$

in immediately available funds via the wire transfer instructions set forth on Exhibit A, paid by WATERMAN VALVE, LLC ("Buyer") to COMERICA BANK ("Seller"), as secured party under the Security Agreement, dated as of April 2, 2015 (the "Security Agreement") by WATERMAN INDUSTRIES, LLC ("Borrower"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer and convey absolutely to Buyer, all of Seller's right, title and interest in and to the Property (as defined in attached Exhibit B). This sale is made (i) pursuant to Division 9610 of the California Commercial Code, after default by Borrower, pursuant to a security interest granted by Borrower to Seller under the Security Agreement, and (ii) after Seller provided proper notice of the sale in accordance with Division 9611 of the California Commercial Code.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SALE OF THE PROPERTY IS ON AN "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND. SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, DESIGN, CONDITION, MATERIAL OR WORKMANSHIP.

Seller represents and warrants that:

- Borrower has granted Seller a security interest in the Property;
- Borrower is in default of its obligation to timely repay the Indebtedness (as defined in the Security Agreement); and
- Seller has not transferred or encumbered its title to or interest in the Indebtedness or the Security Agreement in any manner that would interfere with Seller's ability to exercise its rights under Division 9610 of the California Commercial Code to sell the Property or to perform its obligations under this bill of sale, including its conveyance of title to the Property to Buyer free and clear of Seller's security interest.

Buyer affirms that it has not relied on the Seller's skill or judgment to select or furnish the Property for any particular purpose, and further acknowledges that the Buyer has either examined the Property as fully as desired, or has been given the opportunity for such examination and has chosen not to make such examination. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. FOR THE AVOIDANCE OF DOUBT, BUYER'S DAMAGES WILL BE LIMITED TO THE PURCHASE PRICE PAID TO SELLER.

Buyer will be responsible for all costs associated with the transfer of the Property to Buyer, including all fees and transfer taxes, if any.

Concurrent with the delivery of this original signed Bill of Sale, Seller shall provide to Buyer an original signed Commercial Code Section 9619 statement (the "Statement"). In the event any governmental agency refuses to accept said Statement for recording purposes, Seller agrees to reasonably cooperate with Buyer in preparing a supplemental or new original Statement acceptable to such agency.

This Bill of Sale constitutes the entire agreement between Buyer and Seller with respect to the sale of the Property. Any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either party except to the extent incorporated herein. No changes or modifications of, or


additions to, this Bill of Sale shall be valid unless the same shall be in writing and signed by Seller and Buyer.

Seller and Buyer agree that this Bill of Sale can be signed with PDF or facsimile signatures, which shall be deemed to be original and binding signatures to this Bill of Sale. However, Seller agrees it will also provide Buyer with an original signature to this Bill of Sale.

Seller shall reasonably cooperate with Buyer in connection with any steps required to be taken as part of Seller's obligations under this Bill of Sale, and Seller agrees (a) to furnish upon request to Buyer such further information, (b) to execute and deliver to Buyer such other documents, and (c) to do such other acts and things, all as Buyer reasonably requests, for the purpose of carrying out the intent of this Bill of Sale and transferring title to the Property to Buyer.

Dated this 27th day of February, 2018.

COMERICA BANK

By: 
Laura Alfaro, Vice President

ACKNOWLEDGED, UNDERSTOOD AND AGREED:
WATERMAN VALVE, LLC

By: _____
Name: _____
Its: _____

additions to, this Bill of Sale shall be valid unless the same shall be in writing and signed by Seller and Buyer.

Seller and Buyer agree that this Bill of Sale can be signed with PDF or facsimile signatures, which shall be deemed to be original and binding signatures to this Bill of Sale. However, Seller agrees it will also provide Buyer with an original signature to this Bill of Sale.

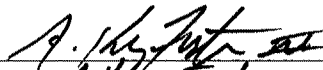
Seller shall reasonably cooperate with Buyer in connection with any steps required to be taken as part of Seller's obligations under this Bill of Sale, and Seller agrees (a) to furnish upon request to Buyer such further information, (b) to execute and deliver to Buyer such other documents, and (c) to do such other acts and things, all as Buyer reasonably requests, for the purpose of carrying out the intent of this Bill of Sale and transferring title to the Property to Buyer.

Dated this 27th day of February, 2018.

COMERICA BANK

By: _____
Laura Alfaro, Vice President

ACKNOWLEDGED, UNDERSTOOD AND AGREED:
WATERMAN VALVE, LLC

By: 
Name: A. Key Foster III
Its: Executive Vice President

CONSENT TO PRIVATE FORECLOSURE SALE

Each of the undersigned (the "Consenting Parties") hereby consents to (i) the private sale of the assets of WATERMAN INDUSTRIES, LLC ("Borrower") described on Exhibit B by COMERICA BANK ("Bank") to Waterman Valve, LLC ("Buyer") for a purchase price of not less than _____ Each of the Consenting Parties agrees that such sale is commercially reasonable in all respects.

THE CONSENTING PARTIES HEREBY WAIVE, DISCHARGE AND FOREVER RELEASE BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, ATTORNEYS, STOCKHOLDERS AND SUCCESSORS AND ASSIGNS, FROM AND OF ANY AND ALL CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR OFFSETS AND/OR ALLEGATIONS BORROWER AND/OR UNDERSIGNED MAY HAVE OR MAY HAVE MADE OR ARE BASED ON FACTS OR CIRCUMSTANCES ARISING AT ANY TIME UP THROUGH AND INCLUDING THE DATE HEREOF, WHETHER KNOWN OR UNKNOWN, AGAINST ANY OR ALL OF BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, ATTORNEYS, STOCKHOLDERS AND SUCCESSORS AND ASSIGNS. In furtherance of this general release, each the undersigned acknowledges and waives the benefits of California Civil Code Section 1542 (and all similar ordinances and statutory, regulatory, or judicially created laws or rules of any other jurisdiction), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE BORROWER.

WATERMAN INDUSTRIES, LLC

By: 7-24-88
Name: Michael S. Sweeney
Title: PRESIDENT & CFO

WATERMAN EXETER, LLC

By: 7-24-88
Name: Michael S. Sweeney
Title: Manager

EXHIBIT A

C
2
E
A
L
S
L
G
A

[Bill of Sale]

TRADEMARK
REEL: 008383 FRAME: 0660

EXHIBIT B

All personal property of Borrower whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles (including, without limit, payment intangibles and software), chattel paper (including, without limit, electronic chattel paper and tangible chattel paper), contract rights, deposit accounts, documents (including, without limit, negotiable documents), instruments (including, without limit, promissory notes) and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, money and rights to payment for money or funds advanced or sold),

all Inventory (including, without limit, returns and repossessions),

all investment property (including, without limit, securities, securities entitlements, and financial assets), all securities accounts and all investment property contained therein, including, without limitation, all securities and securities entitlements, financial assets, instruments or other property contained in such securities accounts, and all other investment property, financial assets, instruments or other property at any time held or maintained in such securities accounts, together with all investment property, financial assets, instruments or other property at any time substituted for all or for any part of the foregoing, and all interest, dividends, increases, profits, new investment property, financial assets, instruments or other property and or other increments, distributions or rights of any kind received on account of any of the foregoing, and all other income received in connection therewith,

all Equipment and Fixtures,

all Software (for purposes of this Agreement "Software" consists of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded),

all general intangibles (including, without limit, software) acquired or used in connection with any of the Collateral,

all goods, instruments (including, without limit, promissory notes), documents (including, without limit, negotiable documents), policies and certificates of insurance, deposit accounts, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise,

all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Borrower, and

[Bill of Sale]

TRADEMARK
REEL: 008383 FRAME: 0661

a
c

N
F

a
L

r

F

L

S
E

L

L

E

[Bill of Sale]