

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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|-----------------------------|-------------------------|----------------|----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Branestormed Products, Inc. | Flowmatic Systems, Inc. | 07/28/2004 | CORPORATION: FLORIDA |

| | |
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| RECEIVING PARTY DATA | |
| Name: | Flowmatic Systems, Inc. |
| Street Address: | 815 Chestnut Street |
| City: | North Andover |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01845 |
| Entity Type: | CORPORATION: DELAWARE |

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|---------------------------|---------|------------|
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2775806 | HYDRO-SOFT |

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| CORRESPONDENCE DATA | |
| Fax Number: | (617)542-8906 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 617-542-5070 |
| Email: | tmdocbos@fr.com |
| Correspondent Name: | Debra Serota |
| Address Line 1: | 225 Franklin Street |
| Address Line 2: | Fish & Richardson P.C. |
| Address Line 4: | Boston, MASSACHUSETTS 02110-2804 |

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 04216-329001 |
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| NAME OF SUBMITTER: | Rita Smolinsky |
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

WHEREAS, BRANESTORMED PRODUCTS, INC., a corporation organized and existing under the laws of the State of Florida, f/k/a FLOWMATIC SYSTEMS, INC., having its principal place of business at 2553 SW 210th Avenue, Dunnellon, Florida 34431 (“Assignor”), has adopted, used and is using the trademark set forth in Exhibit A annexed hereto and made a part hereof, including the registration therefor (the “Mark”), and is the owner of the registration of such Mark; and

WHEREAS, FLOWMATIC SYSTEMS, INC. (f/k/a WATTS FLOWMATIC, INC.), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 (“Assignee”), is desirous of acquiring said Mark and the registrations thereof and all goodwill pertaining thereto; and

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 28, 2004 (the “Purchase Agreement”) pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee the right, title and interest in and to the Mark; and

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

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

1. Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill associated with the Mark, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Mark or the registration thereof or such associated goodwill.

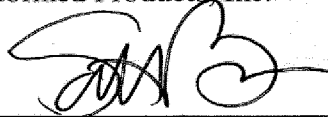
2. Assignor shall make no further use of the Mark on or in connection with any goods or services, nor shall Assignor challenge Assignee’s use of the Mark after the date of this Agreement.

[END OF TEXT]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives on this 28 day of July 2004.

ASSIGNOR:

Branestormed Products, Inc.

By: 

Name: SCOTT BRANE

Title: PMS

ASSIGNEE:

Flowmatic Systems, Inc. (f/k/a Watts
Flowmatic, Inc.)

By: _____

Name:

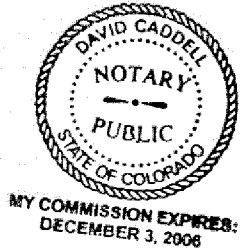
Title:

STATE OF Colorado)
) SS.
COUNTY OF Butt)

On this 22 day of July 2004, before me personally appeared Scott D. Brane, who [] is personally known to me or [] has produced Drivers License as identification, who, being by me duly sworn, did say that he is the President of Branestormed Products, Inc., a Florida corporation, f/k/a Flowmatic Systems, Inc., and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said officer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

David Caddell
Notary Public
My Commission Expires: 12/03/06



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives on this ___ day of _____ 2004.

ASSIGNOR:

Branestormed Products, Inc.

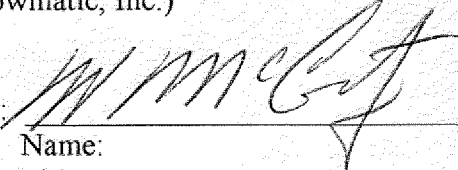
By: _____

Name:

Title:

ASSIGNEE:

Flowmatic Systems, Inc. (f/k/a Watts
Flowmatic, Inc.)

By:  _____

Name:

Title:

Exhibit A

| <i>COUNTRY</i> | <i>MARK</i> | <i>STATUS</i> | <i>CLASS</i> | <i>REG. NO.</i> | <i>REGISTRATION DATE</i> |
|--------------------------|-------------|---------------|--------------|-----------------|--------------------------|
| United States of America | HYDRO-SOFT | Registered | IC 11 | 2775806 | 10/21/03 |

LIBC/1916316.3