

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoeller Pump Company, LLC		05/28/2013	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Flint & Walling, Inc.		
Street Address:	95 North Oak Street		
City:	Kendallville		
State/Country:	INDIANA		
Postal Code:	46755		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3424173	WATER SENTRY	
CORRESPONDENCE DATA			
Fax Number:	5025894994		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5025894215		
Email:	scox@lcgandg.com		
Correspondent Name:	Scott R. Cox		
Address Line 1:	500 West Jefferson Street, Suite 2100		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	T-581		
NAME OF SUBMITTER:	Scott R. Cox		
Signature:	/Scott R. Cox/		

Date:

06/10/2013

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") dated as of this ~~22nd~~ day of May, 2013 (the "Effective Date") is made and entered into by and between **Zoeller Pump Company, LLC.**, a Kentucky limited liability company with a business address of 3649 Cane Run Road, Louisville, Kentucky 40211 (the "Assignor"), and **Flint & Walling, Inc.**, an Indiana corporation with a business address of 95 North Oak Street, Kendallville, Indiana 46755 (the "Assignee").

WHEREAS, Assignor is the owner of the trademark and U.S. trademark registration therefor (the "Mark") identified in Exhibit A hereto as of the Effective Date; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark as of the Effective Date;

NOW, THEREFORE, in consideration of the terms and conditions of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment do hereby agree as follows:

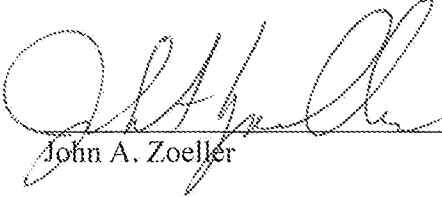
1. Assignment of Trademark. Assignor does hereby assign, transfer, convey and set over to the Assignee its entire interest in and to the Mark and all related rights, together with the goodwill of the business in connection with which such Mark is used as of the Effective Date.

2. Acceptance of Assignment. Assignee does hereby accept the assignment made by Assignor as of the Effective Date.

3. Benefit. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and the successors and assigns of the parties to this Assignment as of the Effective Date.

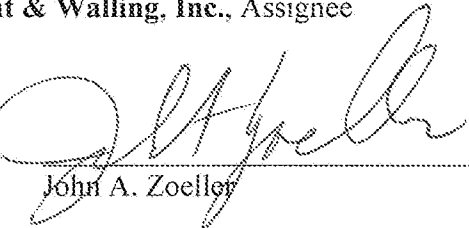
IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Zoeller Pump Company, LLC, Assignor

By: 
John A. Zoeller

Title: Manager

Flint & Walling, Inc., Assignee

By: 
John A. Zoeller

Title: CEO

Attachments: Exhibit A

Exhibit A

Name of Mark	U.S. Registration No.
"WATER SENTRY"	3,424,173