

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343508

<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>
Curtiss-Wright Flow Control (UK) Ltd.		05/29/2015	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TapcoEnpro, LLC		
<b>Street Address:</b>	16315 Market St.		
<b>City:</b>	Channelview		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77530		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2501579	TAPCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	38233-661 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>SIGNATURE:</b>	/Renee M. Prescan/		
<b>DATE SIGNED:</b>	06/04/2015		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into as of May 29, 2015 (the "Effective Date"), by and between Tapco International Inc., a Delaware corporation ("Tapco"), and Curtiss-Wright Flow Control (UK) Limited, a private limited company incorporated in England and Wales under registered number 04169258 ("CWFC", and, together with Tapco, "Assignors"), on the one hand, and TapcoEnpro, LLC, a Delaware limited liability company ("Assignee"), on the other hand. Each of Tapco, CWFC, and Assignee are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the APA (as defined below).

WHEREAS, Tapco is engaged in the U.S. Business, and CWFC is engaged in the U.K. Business;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as the Effective Date (the "APA"), Assignors and certain other parties have agreed to sell to the Buyers (a) all of the business, assets, and properties used or developed for use in the Businesses and (b) the capital stock of Groquip; and

WHEREAS, the Assignors each desire to sell, assign, transfer, convey and deliver to the Buyers all of the Assignors' respective rights, titles, and interests in, to and under any and all Assigned IP (as defined below) as set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements, and understandings contain herein and intending to be legally bound, the Parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), to Assignee, all of the Assignors' respective worldwide rights, titles, and interests in, to and under the Intellectual Property Rights set forth on Schedule 1 attached hereto (the "Assigned IP"), together with (i) any goodwill associated therewith, and (ii) each of the Assignors' respective interests in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Further Assurances.

(a) From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment, each Assignor and its respective directors, officers, managers and members shall take all such necessary action as may be reasonably requested by any Assignee to achieve such intent, including the execution of any documentation reasonably requested by any Assignee to effectuate the assignment, transfer and conveyance of the Assigned IP (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office or any equivalent foreign agency

or any domain name registrar). Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the applicable Assigned IP.

(b) Each Assignor hereby grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or United States Copyright Office, or rules of other entities including but not limited to United States or foreign governments or intellectual property offices, for recordation of this document. Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office, United States Copyright Office and any other equivalent authority, entity or agency anywhere else in the world, and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Registrar of Copyrights and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Intellectual Property Rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Assignment.

3. Miscellaneous.

(a) The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re execute the original form of this Assignment and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

The Parties acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

**ASSIGNORS**

**TAPCO INTERNATIONAL INC.**

By: \_\_\_\_\_  
Name: HARRY JARUBOWITZ  
Title: TREASURER

**CURTISS-WRIGHT FLOW CONTROL (UK) LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

**TAPCOENPRO, LLC**

By: \_\_\_\_\_  
Name: Jared D. Wien  
Title: Vice President

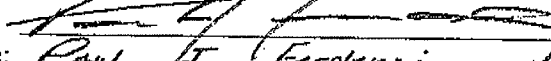
IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

ASSIGNORS

TAPCO INTERNATIONAL INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CURTISS-WRIGHT FLOW CONTROL (UK) LIMITED

By:   
Name: Paul J. Ferdenzi  
Title: Director / Secretary

ASSIGNEE

TAPCOENPRO, LLC

By: \_\_\_\_\_  
Name: Jared D. Wien  
Title: Vice President

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

**ASSIGNORS**

**TAPCO INTERNATIONAL INC.**

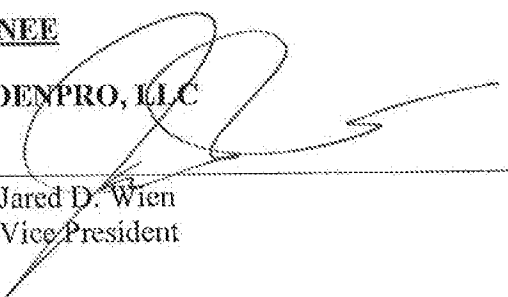
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURTISS-WRIGHT FLOW CONTROL (UK) LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

**TAPCOENPRO, LLC**

By:  \_\_\_\_\_  
Name: Jared D. Wien  
Title: Vice President

**SCHEDULE 1**

**Patents and Patent Applications**

<b>Title</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
Actuator Control Device and Method	US	13/283,950	10/28/2011	8,820,342	9/2/2014	Tapco International Inc.
Butterfly Valve with Offset Stem	US	09/033,420	3/2/1998	5,979,870	11/9/1999	Curtiss-Wright Flow Control (UK) Ltd.
Iron Ore Slide Valve with Internal Support Clamp	US	09/024,964	2/12/1998	6,109,590	8/29/2000	Curtiss-Wright Flow Control (UK) Ltd.
Iron Ore Slide Valve with Internal Support Clamp	EP Germany	99906883.6	2/10/1999	1053422	3/23/2005	Curtiss-Wright Flow Control (UK) Ltd.
Iron Ore Slide Valve with Internal Support Clamp	EP Italy	99906883.6	2/10/1999	1053422	3/23/2005	Curtiss-Wright Flow Control (UK) Ltd.
Plug Valve with an Internal Check Valve	US	13/235,684	9/19/2011	8,960,223	2/24/2015	Tapco International Inc.
Plug Valve with an Internal Check Valve	European Patent Co	11183237.4	9/29/2011			Tapco International Inc.
Plug Valve	US	08/971,918	11/18/1997	RE36,121	3/2/1999	Curtiss-Wright Flow Control (UK) Ltd.
Slide Valve with Welded Internals	US	09/376,119	8/17/1999	6,050,288	4/18/2000	Curtiss-Wright Flow Control (UK) Ltd.
Slide Valve with Welded Internals	EP Germany	00918473.0	3/28/2000	1212558	7/13/2005	Curtiss-Wright Flow Control (UK) Ltd.
Slide Valve with Welded	EP Italy	00918473.0	3/28/2000	1212558	7/13/2005	Curtiss-Wright Flow



Internals						Control (UK) Ltd.
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**Registered Trademarks and Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Appln. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
BOLT-LESS SLIDE VALVE	US	75/693,512	4/29/1999	2,730,852	6/24/2003	Tapco International, Inc.
TAPCO	European Union	000498998	3/27/1999	000498998	6/7/1999	Curtiss- Wright Flow Control (UK) Ltd.
TAPCO	India	928682	5/31/2000	928682	5/31/2000	Curtiss- Wright Flow Control (UK) Ltd.
TAPCO	United Kingdom	2,152,901	12/5/1997	2,152,901	1/29/1999	Curtiss- Wright Flow Control (UK) Ltd.
TAPCO	US	75/936,738	3/6/2000	2,501,579	10/30/2001	Curtiss- Wright Flow Control (UK) Ltd.
TAPCO AND DESIGN	Australia	N/A	6/16/1998	764733	2/19/1999	Curtiss- Wright Flow Control (UK) Ltd.
TAPCO INTERNATIONA L (Stylized)	Canada	362193	3/8/1973	203,360	11/22/1974	Tapco International, Inc.