

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTONE CO., INC.		05/23/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NIBCO INC.		
Street Address:	1516 MIDDLEBURY ST		
City:	ELKHART		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1003174	WEBSTONE	
Registration Number:	2692569	THE ISOLATOR	
Registration Number:	3040975	PRO-PAL	
CORRESPONDENCE DATA			
Fax Number:	6169578196		
<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:	6169499610		
Email:	ptomail@priceheneveld.com		
Correspondent Name:	MATTHEW J. GIPSON		
Address Line 1:	PO BOX 2567		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49501		
NAME OF SUBMITTER:	Matthew J. Gipson		
SIGNATURE:	/Matthew J. Gipson/		
DATE SIGNED:	05/26/2016		
Total Attachments: 2			
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OP \$90.00 1003174

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the 23rd day of May, 2016, by and between WEBSTONE CO., INC., a Massachusetts corporation having its principal place of business at One Appian Way, Worcester, Massachusetts 02210 ("Webstone") and NIBCO INC., an Indiana corporation having its principal place of business at 1516 Middlebury Street, Elkhart, Indiana 46516 ("NIBCO"). Webstone and NIBCO will be jointly referred to as the "Parties" and each as a "Party."

RECITALS

A. Webstone is the owner of the registered trademarks:

- WEBSTONE®, U.S. Trademark Registration No. 1,003,174;
- THE ISOLATOR®, U.S. Trademark Registration No. 2,692,569; and
- PRO-PAL®, U.S. Trademark Registration No. 3,040,975;

along with unregistered trademarks:

- HYDRO-CORE™ and PRO-CONNECT™

(collectively, the "Trademarks").

B. Webstone and NIBCO have entered into an Asset Purchase Agreement (the "Purchase Agreement") on April 29, 2016 ("Effective Date"), pursuant to which Webstone is selling certain assets to NIBCO, including the Trademarks.

C. In connection with the Purchase Agreement, Webstone wishes to assign to NIBCO, and NIBCO wishes to accept the assignment of, all right, title and interest of Webstone in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Webstone hereby agrees as follows:

1. **Assignment.** Webstone hereby transfers, assigns, conveys and delivers to NIBCO as of the Effective Date, and NIBCO accepts, all right, title and interest of Webstone in and to the Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past or future infringement or dilution with respect to the Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by NIBCO for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Further Assurances.** Webstone further agrees that it shall take such other similar actions as NIBCO may reasonably require to effectively assign, convey, and transfer to NIBCO the Trademarks. Webstone further agrees to communicate to NIBCO or its representatives any facts known to Webstone respecting said Trademarks and to testify in any legal proceeding, sign

all lawful papers, and execute all documents related to renewal and/or enforcement of the Trademarks.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Webstone and NIBCO.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of Indiana without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the authorized representative of Webstone has duly executed and delivered this Trademark Assignment as of the Effective Date.

WEBSTONE CO., INC.

Signature: _____

Name: Kerry Kligerman

Title: President

[Signature Page to Trademark Assignment Agreement]