

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GWC Valve International, Inc.		03/12/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GWC USA, Inc.		
Street Address:	4301 Yeager Way		
City:	Bakersfield		
State/Country:	CALIFORNIA		
Postal Code:	93313		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2099814	GWC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-863-8818		
Email:	davidaweinstein@qwestoffice.net		
Correspondent Name:	David A. Weinstein		
Address Line 1:	695 South Colorado Boulevard, Suite 360		
Address Line 4:	Denver, COLORADO 80246		
NAME OF SUBMITTER:	David A. Weinstein		
SIGNATURE:	/david a. weinstein/		
DATE SIGNED:	05/27/2016		
Total Attachments: 4			
source=IP ASSIGNMENT AGREEMENT (12 MARCH 2015) to GWC USA#page1.tif			
source=IP ASSIGNMENT AGREEMENT (12 MARCH 2015) to GWC USA#page2.tif			
source=IP ASSIGNMENT AGREEMENT (12 MARCH 2015) to GWC USA#page3.tif			
source=IP ASSIGNMENT AGREEMENT (12 MARCH 2015) to GWC USA#page4.tif			

OP \$40.00 2099814

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 12, 2015, is made by GWC VALVE INTERNATIONAL, INC. ("Seller"), a California corporation located at 4301 Yeager Way, Bakersfield, California, in favor of GWC USA, INC. ("Buyer"), a California corporation, located at 4301 Yeager Way, Bakersfield, California, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of March 12, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and expressly subject to the Asset Purchase Agreement, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

- (a) the trademarks and the registrations and applications therefor as set forth on Schedule 1 hereto together with the goodwill of the business symbolized by such trademarks and the registrations and applications therefor (collectively, the "Trademarks");
- (b) all rights of the Seller in and to the domain names "www.gwcvalve.com".
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The parties hereto acknowledge that this IP Assignment may be made of record in the United States Patent and Trademark Office and other similar offices of foreign

jurisdictions and Seller shall provide other documents or agreements, at Buyer's cost and expense, as may be reasonably necessary to effectuate the intent of this Section 2. 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[signature page follows]

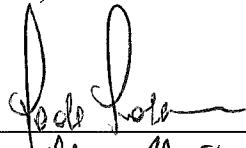
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

GWC VALVE INTERNATIONAL, INC.

By: 
Name: DAVID MAGDON
Title: PRESIDENT
Address for Notices:

AGREED TO AND ACCEPTED:

GWC USA, INC.

By: 
Name: PAOLO PACELLA
Title: CHIEF
Address for Notices:

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. GWC Valve International, Inc. registered the "GWC" trademark in the United States on September 23, 1997. The registration number is 2099814 (Classes 6 and 11).
2. GWC Valve International, Inc. registered the "GWC" trademark in Canada on May 27, 2009. The registration number is TMA740,861.
3. GWC Valve International, Inc. registered the "GWC" trademark in China on October 28, 2010. The registration number is 7326470 (Class 7).
4. GWC Valve International, Inc. registered the "GWC" trademark in China on May 7, 2011. The registration numbers are 8166518 (Class 11); 8166517 (Class 16).