

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USWATTA Partners, LLC		10/04/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Sonutzi, LLC		
Street Address:	1245 Hillsmith Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45215		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5249998	LQ	
Registration Number:	0073721	LUNKENHEIMER	
Registration Number:	0074098	LUNKENHEIMER	
Registration Number:	5274863	LUNKENHEIMER THE ONE GREAT NAME IN VALVE	
CORRESPONDENCE DATA			
Fax Number:	5138528222		
<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:	(513) 924-3363		
Email:	sfg@corsbassett.com		
Correspondent Name:	Sheri Gooden		
Address Line 1:	201 E. Fifth Street		
Address Line 2:	Suite 900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Surendra Hegde		
SIGNATURE:	/s/ Surendra Hegde		
DATE SIGNED:	12/04/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of October 4, 2017, is made by USWATTA Partners, LLC, an Ohio limited liability company ("Seller"), in favor of Sonutzi, LLC, an Ohio limited liability company ("Buyer"), regarding the purchase of certain assets of Seller pursuant to a certain Asset Purchase Agreement between Buyer and Seller, dated on or about an even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property owned by 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 hereto agree as follows:

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

(a) the trademark registrations and applications set forth on Exhibit A attached hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind to make, use and sell Bronze valves, Iron valves, Steel valves and Specialty valves;

(c) all rights of any kind to use drawings and existing patterns as are necessary for production of Bronze valves, Iron valves, Steel valves and Specialty valves;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon Buyer's request. Following the Effective Date, upon

Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall cooperate with and assist Buyer to effect, evidence, and perfect the assignment of the Assigned IP to Buyer.

3. **Terms of the Asset Purchase Agreement.** The parties 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, and agreements contained in the Asset Purchase Agreement shall remain in full force and effect to the fullest 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. The parties further acknowledge that this IP Assignment is entered into pursuant to and subject to the terms of a certain Partial Settlement Agreement dated August 17, 2015 and a certain Conforming Amendment to Partial Settlement Agreement dated December 16, 2015 between the parties identified therein, a copy of which has been provided to Buyer in connection herewith.

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 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 herein shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

USWATTA PARTNERS, LLC

By: 

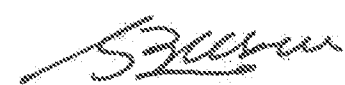
Name: Artie McMillan

Title: Special Fiduciary to the Pollock Trust

AGREED TO AND ACCEPTED:

BUYER:

SONUTZI, LLC

By: 

Name: SURENDRA NEGDE

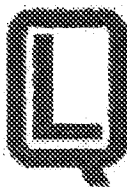
Title: MEMBER

Exhibit A

Schedule of Trademarks

Mark	Country	Serial No.	Registration No.	Filing Date	Registration Date
LQ (DESIGN) -- see blow	U.S.	87253870	5,249,998	12/01/2016	7/25/2017
LUNKENHEIMER	U.S.	71036641	73721	8/13/1908	5/11/1909
LUNKENHEIMER	U.S.	71038490	74098	11/5/1908	6/15/1909
LUNKENHEIMER THE ONE GREAT NAME IN VALVE (DESIGN) -- see below	U.S.	87253874	5,274,863	12/1/2016	8/29/2017

LQ (Serial No. 87-253,874)



LUNKENHEIMER THE ONE GREAT NAME IN VALVES (Serial No. 87-253,874)

LUNKENHEIMER
THE ONE *Great* NAME IN VALVES