

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSPS, Inc.		12/13/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Graco Fluid Handling International Inc.		
Street Address:	88 11th Avenue NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4707250	SMITH MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	6126236944		
<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:	612-623-6698		
Email:	pto@graco.com		
Correspondent Name:	Paul Sherburne		
Address Line 1:	PO Box 1441		
Address Line 4:	Minneapolis, MINNESOTA 55440-1441		
ATTORNEY DOCKET NUMBER:	T0501US		
NAME OF SUBMITTER:	Paul Sherburne		
SIGNATURE:	/Paul Sherburne/		
DATE SIGNED:	02/08/2018		
Total Attachments: 5			
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CH \$40.00 4707250

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of this 15th day of December, 2017, by SSPS, INC., a Florida corporation ("Seller"), transferring and assigning the rights and interests identified below to GRACO FLUID HANDLING INTERNATIONAL INC. ("Purchaser").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of November 28, 2017, by and between Seller, Purchaser, Steven Smith, an individual and resident of the State of Florida, and Lisa C. Smith, an individual and resident of the State of Florida (as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Purchaser has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey, set over and deliver to Purchaser, all right, title and interest of Seller in and to substantially all of the assets of Seller, including, without limitation, the "Intellectual Property" (as such term is defined in the Purchase Agreement).

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment by Purchaser and Seller.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, Seller does hereby sell, transfer, assign, convey, set over and deliver to Purchaser all right, title and interest of Seller in and to the Intellectual Property, including, but not limited to, the trademarks listed on Appendix A hereto, together with all goodwill associated with the Intellectual Property, all claims and causes of action relating to infringement of the Intellectual Property, and all obligations related to the maintenance, reexamination, reissue, and extension of the Intellectual Property.

2. Waiver of Claims. Seller does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Intellectual Property, and does hereby agree that no rights in or to any of the Intellectual Property shall be retained by Seller.

3. Further Assurances. From and after the date hereof, Seller shall execute such further instruments of assignment as Purchaser, or its successors or assigns, may reasonably request in order to evidence the assignment of the Intellectual Property evidenced hereby.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law; Jurisdiction. This Assignment shall be construed under and governed by the laws of the State of Minnesota without regard to the conflicts of law principles of any jurisdiction. Any action brought to enforce any provision of this Assignment shall be brought in a court of competent jurisdiction sitting in Minneapolis, Minnesota, and the parties hereto hereby consent to the jurisdiction of such courts. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL

BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The parties hereby acknowledge and agree that facsimile or electronically-scanned (PDF) signatures of this Assignment shall have the same force and effect as the original signature.

(signature pages follow)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Intellectual Property Assignment to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLER:

SSPS, INC.

By: _____
Name: Steven J. Smith
Title: President & CEO

Subscribed and sworn to before me
this ____ day of _____, 2017.

Notary Public

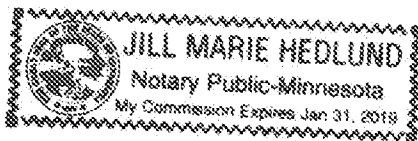
PURCHASER:

GRACO FLUID HANDLING INTERNATIONAL INC.

By: Caroline Chambers
Name: Caroline Chambers
Title: Chief Financial Officer & Treasurer

Subscribed and sworn to before me
this 14 day of December 2017.

Jill Marie Hedlund
Notary Public



IN WITNESS WHEREOF, Seller and Purchaser have caused this Intellectual Property Assignment to be executed and delivered by their respective duly authorized representatives as of the date first written above.

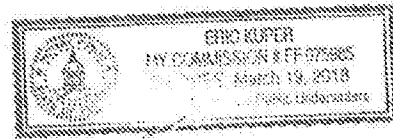
SELLER:

SSPS, INC.

By: [Signature]
Name: Steve Smith
Title: President

Subscribed and sworn to before me
this 12 day of December, 2017.

[Signature]
Notary Public



PURCHASER:

GRACO FLUID HANDLING INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public

APPENDIX A

Registered Trademarks

Smith Manufacturing; Serial No. 86328547; Registration No. 4707250; USA