TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM465424

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name Formerly		Execution Date	Entity Type
MPC, Inc.		02/28/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Porvair Filtration Group, Inc.	
Street Address:	301 Business Lane	
City:	Ashland	
State/Country:	VIRGINIA	
Postal Code:	23005	
Entity Type:	Corporation: NORTH CAROLINA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Registration Number:	4049287	GIANT HOUSING		
Registration Number:	4091066	FILTER KLEAR		

CORRESPONDENCE DATA

Fax Number: 3367338473

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.

Phone: (704) 350-6303

Email: trademarkswinston@wbd-us.com

Correspondent Name: Michael A. Tobin

Address Line 1: Womble Bond Dickinson (US) LLP Address Line 2: 301 South College Street, Suite 3500 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	103783.0001.1
NAME OF SUBMITTER:	Michael A. Tobin
SIGNATURE:	/Michael A. Tobin/
DATE SIGNED:	03/13/2018

Total Attachments: 4

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> **TRADEMARK** REEL: 006290 FRAME: 0692

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ASSIGNMENT OF TRADEMARKS, DOMAIN NAME(S) AND RELATED REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARKS, DOMAIN NAME(S) AND RELATED REGISTRATIONS (this "Assignment") is made as of February 45, 2018, by and between MPC Inc., a Delaware corporation (the "Assignor"), and Porvair Filtration Group, Inc., a North Carolina corporation (the "Assignee").

PRELIMINARY STATEMENT

Under the terms of that certain Asset Purchase Agreement, dated of even date herewith, by and between Met-Pro Technologies LLC ("Met-Pro") and the Assignee (the "Purchase Agreement"), the Assignee agreed to purchase and accept, and Met-Pro agreed to cause the Assignor to sell, contribute, convey, grant, assign, transfer and deliver, substantially all the assets of the Business that Assignor owned, including without limitation, all Assignor's right, title and interest in and to the trademarks, domain name(s) and the corresponding registrations identified on Exhibit A attached hereto (collectively, all the foregoing, the "Trademarks"), together with any and all goodwill of the Business associated with the Trademarks.

NOW, THEREFORE, for and in consideration of the consideration contemplated by <u>Section 1.5</u> of the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. The Assignor hereby irrevocably assigns, transfers, grants and conveys to the Assignee, free and clear of any and all liens, claims, security interests, restrictions or any other encumbrance or exception to title of any kind, all right, title and interest in and to the Trademarks, together with (i) the goodwill of the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks, for the United States, including, without limitation, any registrations and applications for the Trademarks, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for the Assignee's own use and enjoyment.
- 2. The Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as the Assignee may from time to time reasonably request to effect fully this Assignment and to permit the Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed. Without limitation of the foregoing, promptly after execution hereof Assignor shall, in cooperation with Assignee, initiate and undertake all actions necessary to transfer the domain name(s) identified on Exhibit A to Assignee (who may use its selected registrar).

[Signature page follows]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the day and year first above written.
ASSIGNOR:
MPC Inc.
By:
Printed Name: MATTHEW K. ECKL
Its: CFO
Accepted by:
ASSIGNEE:
Porvair Filtration Group, Inc.
Ву:
Printed Name:

{Signature Page to Assignment of Trademarks, Domain Name(s) and Related Registrations}

4566518v.3 5008/0002 WBD (US) 42072735v6

Its:

the day and year first above written.

ASSIGNOR:

MPC Inc.

By:______

Printed Name: _____

Its:_____

Accepted by:

ASSIGNEE:

Porvair Filtration Group, Inc.

By:______

Printed Name: _____

Kevin Nelson

Its:______

Its:______

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of

{Signature Page to Assignment of Trademarks, Domain Name(s) and Related Registrations}

EXHIBIT A

Mark	Application No.	Application Date	Registration	Registration Date
GIANT HOUSING	85/293,597	4/13/11	4,049,287	11/1/11
FILTER KLEAR	85/355,089	6/24/11	4,091,066	1/24/12

DOMAIN NAMES:

Keystonewaterfilter.com Keystonefilter.com

4566518v.3 5008/0002 WBD (US) 42072735v6

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RECORDED: 03/13/2018