

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492003

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Froet Industries, L.L.C.		09/24/2018	Corporation: ILLINOIS Limited Liability Company
RECEIVING PARTY DATA			
Name:	Zurn Industries, LLC		
Street Address:	511 Freshwater Way		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2875600	FROET DRAIN	
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:	414-277-5000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Sue Hoffman		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Sue Hoffman		
SIGNATURE:	/Sue Hoffman/		
DATE SIGNED:	10/01/2018		
Total Attachments: 5			
source=Assignment_Zurn_Froet#page1.tif			
source=Assignment_Zurn_Froet#page2.tif			
source=Assignment_Zurn_Froet#page3.tif			
source=Assignment_Zurn_Froet#page4.tif			
source=Assignment_Zurn_Froet#page5.tif			

CH \$40.00 2875600

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is entered into as of September 24, 2018, by and between Zurn Industries, LLC, a Delaware limited liability company ("Assignee"), and Froet Industries, L.L.C., an Illinois limited liability company ("Assignor").

RECITALS:

- (a) Assignor, Assignee and Craig Froeter, the sole member of Assignor, have entered into an Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement") relating to the acquisition by Assignee of the Acquired Business, including the trademark listed on Schedule 1 hereto (the "Trademark").
- (b) This Assignment is being executed pursuant to the Purchase Agreement, and capitalized terms used and not defined herein shall have the meanings given to them in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Liens, all of Assignor's right, title and interest in and to the Trademark, including, without limitation, (i) the goodwill associated with the Trademark, (ii) all common law rights associated with the Trademark, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademark.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Trademark.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademark in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignee is unable for any reason whatsoever to secure the necessary signatures to any document Assignor is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with

the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademark is being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Assignment agrees that a signature affixed to a counterpart of this Assignment and delivered by facsimile or other electronic transmission by or on behalf of such party is intended to be its, his or her signature and shall be valid, binding and enforceable against such person.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademark to be executed as of the date first written above.

ASSIGNOR:

FROET INDUSTRIES, L.L.C.

By:  _____

Name: Craig Froeter

Its: Sole Member

ASSIGNEE:

ZURN INDUSTRIES, LLC

By: _____

Name: Chad Koenig

Its: Vice President - Finance

Signature Page - Assignment of Trademark

**TRADEMARK
REEL: 006455 FRAME: 0046**

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademark to be executed as of the date first written above.

ASSIGNOR:

FROET INDUSTRIES, L.L.C.

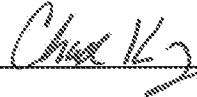
By: _____

Name: Craig Froeter

Its: Sole Member

ASSIGNEE:

ZURN INDUSTRIES, LLC

By:  _____

Name: Chad Koenig

Its: Vice President - Finance

Signature Page - Assignment of Trademark

**TRADEMARK
REEL: 006455 FRAME: 0047**

SCHEDULE 1

	Country	Trademark	App. No. / Reg. No.	App. Date / Reg. Date / Next Action	Goods/Services	Owner
1.	United States	FROET DRAIN Disclaims: "DRAIN"	AN: 78/176860 RN: 2875600	Filed: Oct. 22, 2002 Registered: Aug. 17, 2004 Renewal: Aug. 17, 2024	(Int'l Class: 6) metal roof and deck drains and retrofit roof and deck drainage kits consisting principally of drains, strainers, extensions and pipes	Froet Industries, L.L.C.