

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richards Industries, Inc.		07/03/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Richards Industries, Inc.		
Street Address:	3170 Wasson Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0754893	JORDAN	
Registration Number:	1941712	LOWFLOW	
Registration Number:	3408394	MARWIN	
Registration Number:	1947510	STERIFLOW	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	317-713-3412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	09/05/2019		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment, effective as of August 1, 2019 (the “Effective Date”), is delivered pursuant to the Closing under that certain Stock and Asset Purchase Agreement (the “Purchase Agreement”), dated July 3, 2019, by and among BCKP Acquisitions, Corp, an Ohio corporation (“Holdings”), Richards Industries, Inc., an Ohio corporation (“Richards”), the Stockholders of Holdings (as defined therein) (collectively with Holdings and Richards, the “Sellers”), Richards Industries, Inc., a Delaware corporation (the “Purchaser”), and the other parties named therein. Capitalized terms used in this Trademark Assignment without definition have the respective meanings given to them in the Purchase Agreement.

WHEREAS, Richards has delivered this instrument signed by Richards to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which Richards acknowledges, and by signing and delivering this instrument, Richards sells, assigns, transfers, conveys, and delivers to the Purchaser all of Richards’ right, title, and interest in and to:

(a) the registered and unregistered trademarks, service marks and trade names and applications for registration of trademarks and service marks specifically listed in Annex A to this Trademark Assignment (collectively, the “Marks”); and

(b) the following properties and rights with respect to all Marks so listed in Annex A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) all income, royalties, damages, and payments hereafter due or payable to Richards with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(iii) all rights in and under the Marks to the fullest extent allowed by law as fully as Richards would have held the same in the absence of this assignment; and

(iv) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace Richards in all related matters.

This assignment is made in connection with the sale of the business to which the Marks relate. As of the Effective Date, the Purchaser has succeeded to all right, title, and standing of Richards to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment (a) is irrevocable and effective upon the Effective Date, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts as provided in Article 10 of the Purchase Agreement.

The parties have duly executed this Trademark Assignment effective as of the Effective Date.

RICHARDS INDUSTRIES, INC.

By: Bruce A. Broxterman
Name: Bruce A. Broxterman
Title: President and Chairman

STATE OF: OHIO
COUNTY OF: HAMILTON

On July 31st, 2019 before me, Robert D Herling (the undersigned notary), personally appeared Bruce Broxterman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



ROBERT D. HERLING
Notary Public, State of Ohio
My Comm. Expires 10/20/20

Robert D Herling
Notary Public

My commission expires: 10/20/20

(Notary Seal)

Signature Page to Trademark Assignment Agreement

The parties have duly executed this Trademark Assignment effective as of the Effective Date.

RICHARDS INDUSTRIALS, INC.

By: [Signature]
Name: Praveen R. Jeyarajah
Title: President

STATE OF: Maryland
COUNTY OF: Montgomery

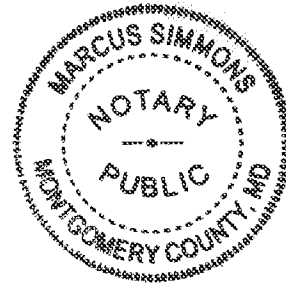
On July 30, 2019 before me, Marcus Simmons (the undersigned notary), personally appeared in office personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 4.19.23

(Notary Seal)



Signature Page to Trademark Assignment Agreement


ANNEX A TO TRADEMARK ASSIGNMENT

Marks

Owner	Mark	Country(ies)	Filed Date	Application #	Registration Date	Registration #	Status
Richards Industries, Inc.	BESTOBELL (and Design)	CHINA	17 Dec 2004	4,421,430	07 Sep 2007	4,421,430	REGISTERED
Richards Industries, Inc.	BESTOBELL (In Chinese Characters) 贝斯特贝尔 and Design	CHINA	17 Dec 2004	4,421,429	22 Jul 2007	4,421,429	REGISTERED
Richards Industries Inc.	BESTOBELL STEAM	INDIA	02 Jun 2004	1,287,581	27 Mar 2008	712601	REGISTERED
Richards Industries, Inc.	BESTOBELL STEAM TRAPS	EUROPEAN UNION	22 Sep 2004	4039459	10 Nov 2005	4039459	REGISTERED
Richards Industries, Inc.	HEX and Design HEX	CHINA	20 Dec 2004	4,424,377	22 Aug 2007	4,424,377	REGISTERED
Richards Industries Inc.	HEX and Design	INDIA	02 Jun 2004	1,287,580	28 Sep 2006	562290	REGISTERED
Richards Industries, Inc.	HEX (In Chinese Characters) 海克斯 and Design	CHINA	17 Dec 2004	4,421,426	08 Sep 2007	4,421,426	REGISTERED
Richards Industries, Inc.	HEX VALVE	EUROPEAN UNION	22 Sep 2004	4039401			CANCELLED
Richards Industries, Inc.	HEX VALVE and Design	EUROPEAN UNION	04 Jul 2005	4,525,689	26 Jun 2006	4,525,689	REGISTERED

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Owner	Mark	Country(ies)	Filed Date	Application #	Registration Date	Registration #	Status
Richards Industries, Inc.							
Richards Industries, Inc.	JORDAN	CHINA	17 Dec 2004	4,421,433			NOT PURSUED
Richards Industries, Inc.	JORDAN	EUROPEAN UNION	22 Sep 2004	4039426	10 Nov 2005	4039426	REGISTERED
Richards Industries, Inc.	JORDAN	UNITED STATES	16 Jul 1962	72/149,127	20 Aug 1963	754,893	REGISTERED
Richards Industries, Inc.							Security Interest recorded at Reel/Frame 3619/0888 with U.S. Bank National Association Recorded: Sept. 13, 2007 Assigned: Sept. 5, 2007
Richards Industries, Inc.	JORDAN (In Chinese Characters) 乔登	CHINA	23 Nov 1993	93,114,129	14 Sep 1995	765902	REGISTERED
Richards Industries Inc.	JORDAN VALVE	INDIA	02 Jun 2004	1,287,579			CANCELLED
Richards Industries Inc.	JORDAN VALVE and Design	INDIA	03 Mar 2017	3,498,676			PENDING
Richards Industries, Inc.	JORDAN VALVE						
Richards Industries, Inc.	LOWFLOW	UNITED STATES	04 Apr 1994	74/508,497	12 Dec 1995	1,941,712	REGISTERED
Richards Industries, Inc.	MARWIN and Design	CHINA	17 Dec 2004	4,421,428	21 Feb 2009	4,421,428	REGISTERED
Richards Industries, Inc.	MARWIN						

Owner	Mark	Country(ies)	Filed Date	Application #	Registration Date	Registration #	Status
Richards Industries Inc.	MARWIN	INDIA	02 Jun 2004	1,287,582	14 Nov 2006	581659	REGISTERED
Richards Industries, Inc.	MARWIN	UNITED STATES	28 Jun 2007	77/217,866	08 Apr 2008	3,408,394	REGISTERED
Richards Industries, Inc.	MARWIN (In Chinese Characters) 马尔文 and Design	CHINA	17 Dec 2004	4,421,427	22 Jul 2007	4,421,427	REGISTERED
Richards Industries, Inc.	MARWIN BALL VALVES	EUROPEAN UNION	22 Sep 2004	4039475	10 Nov 2005	4039475	REGISTERED
Richards Industries, Inc.	STERIFLOW and Design	CHINA	17 Dec 2004	4,421,432	22 Jul 2007	4,421,432	REGISTERED
Richards Industries, Inc.	STERIFLOW						
Richards Industries, Inc.	STERIFLOW	EUROPEAN UNION	22 Sep 2004	4039392	10 Nov 2005	4039392	REGISTERED
Richards Industries Inc.	STERIFLOW and Design	INDIA	28 Feb 2005	1,341,402	14 Dec 2007	658910	REGISTERED
Richards Industries Inc.	STERIFLOW and Design	INDIA	28 Feb 2005	1,341,403	14 Dec 2007	658983	REGISTERED
Richards Industries, Inc.	STERIFLOW	UNITED STATES	04 Apr 1994	74/508,495	09 Jan 1996	1,947,510	REGISTERED
Richards Industries, Inc.	STERIFLOW (In Chinese Characters) 斯特瑞	CHINA	17 Dec 2004	4,421,431			ABANDONED
Richards Industries, Inc.	STERIFLOW (In Chinese Characters)	CHINA	08 May 2007	6039473	21 Nov 2009	6,039,473	REGISTERED Renewed Feb. 27, 2019

Owner	Mark	Country(ies)	Filed Date	Application #	Registration Date	Registration #	Status
	思得瑞 and Design						
Richards Industries Inc.	JORDAN VALVE	BRAZIL	25 Sep 2001	823752216	23 Aug 2011	823752216	REGISTERED
Richards Industries Inc.	JORDAN VALVE	BRAZIL	25 Sep 2001	823752224	2 Aug 2011	823752224	REGISTERED

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RECORDED: 09/05/2019