TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM540005

SSIGNMENT
S

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Claude Laval Corporation		05/25/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Source (RCO Parts), Inc.		
Street Address:	2765 Midland Drvie		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84401		
Entity Type:	Corporation: UTAH		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3238532	TWIST II CLEAN

CORRESPONDENCE DATA

Fax Number: 8013753865

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: 8013756600

Email: ipmail@djplaw.com Correspondent Name: James A. Larson

3301 North Thanksgiving Way Address Line 1:

Address Line 2: Suite 400

Address Line 4: Lehi, UTAH 84043

NAME OF SUBMITTER:	James A. Larson
SIGNATURE:	/James A Larson/
DATE SIGNED:	09/09/2019

Total Attachments: 2

source=T2C Patent&TrademarkAssignment#page1.tif source=T2C Patent&TrademarkAssignment#page2.tif

> **TRADEMARK** REEL: 006740 FRAME: 0401

PATENT AND TRADEMARK ASSIGNMENT

For good and valuable consideration, the adequacy of which is acknowledged herein, Claude Laval Corporation, a California corporation, having an address of 1365 N. Clovis Avenue, Fresno, California 93727 ("Assignor"), hereby assigns, transfers, sets over, conveys, and delivers to The Source (RCO Parts), Inc., a Utah corporation_("Assignee"), having an address of [2765 Midland Drive, Ogden, Utah 84401], all of Assignor's right, title, and interest in, to, and under any and all subject matter of the invention(s) disclosed and/or described in the following Patents and Trademarks, without warranty as to the status or standing of each of the applicable registrations (collectively referred to as the Intellectual Property):

- 1. U.S. Patent No. 7,000,782 entitled Backwash Flushing Filter, issued February 21, 2006.
- 2. U.S. Patent No. 7,032,760 entitled Backwash Flushing Filter, issued April 26, 2006.
- 3. PCT Application No. PCTUS/2004/39559, entitled Backwash Flushing Filter, filed November 23, 2004.
- 4. Canadian Patent Application 2,547,882, entitled Backwash Flushing Filter, filed June 1, 2006.
- 5. European Patent No. 1,689,505, entitled Backwash Flushing Filter, validated in: France (Patent No. 1689505); Germany (Patent No. 602004014970.5); Great Britain (Patent No. 1689505); Italy (Patent No. 1689505); Netherlands (Patent No. 1689505) and Spain (Patent No. 04812140.4).
- United States Trademark Registration No. 3,276,280, issued July 19, 2004.
- 7. United States Trademark Registration No. 3,238,532, issued July 7, 2006.
- 8. United States Patent Application 29/354,264 entitled Filter, filed January 21, 2010.

In assigning the Intellectual Property, Assignor further assigns the right to sue for present, past, and future infringement or misappropriation arising under the Patents and the Trademarks, and the right to enforce any rights and file any causes of action, in law and/or equity, relating to the Patents and Trademarks, and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any of the Patents and Trademarks. The right, title, and interest is to be held and enjoyed by Assignee and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Except as hereinafter set forth, Assignor covenants with Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance. Notwithstanding the foregoing, the

26

4834-2702-3456.8

Intellectual Property is subject to that certain Sale and Royalty Agreement dated February 12, 2010, by and among Assignor, Dosmatic U.S.A., Inc., a Texas corporation, and Frank A. Walton (the "Sale and Royalty Agreement"). As required in the Sale and Royalty Agreement, Assignor has obtained the consent of Dosmatic U.S.A., Inc., and/or Frank A. Walton, to the transfer effectuated by this Assignment, subject to that certain Acknowledgement and Affirmation of Certain Obligations under the Sale and Royalty Agreement signed contemporaneously with this Assignment.

Assignor grants to Assignee, its successors, assigns, and legal representatives the power to insert on this assignment any further identification of the above listed Intellectual Property, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Assignor confirms that it has not made any agreement in conflict with this Assignment. Assignor further agrees that Assignor will provide information within its knowledge or belief, and do, at Assignee's expense, any and all other reasonable and relevant things that Assignee, its successors, assigns, or legal representatives deem necessary or desirable and request of Assignor in connection with any such Patents and Trademarks in connection with this Assignment, without payment of consideration to Assignor beyond that called for in the written agreement with Assignee on the understanding, however, that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters.

Claude Laval Corporation, a California corporation

Signature:

Printed Name:

Friz R. Arneson

Title:

Vice President

Date:

May 25, 2018

STATE OF Nong a5

On this 25th day of May 2018, personally appeared before me the undersigned, a Notary Public in and for the State of Nong and the undersigned, a Notary Public in and for the State of Nong and the foregoing instrument, and acknowledged he/she executed the same on behalf of said corporation. Witness my hand and official seal.

Will Buy Notary Public

TRADEMARK
REEL: 006740 FRAME: 0403

27

4834-2702-3456.8

RECORDED: 09/10/2019