

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J-LINE PUMP CO. d/b/a AMERICAN MARSH PUMPS		11/22/2019	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN-MARSH PUMP LLC		
<b>Street Address:</b>	3155 Roswell Road NE		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2761947	AMERICAN-MARSH PUMPS "PUMPS AND PUMPS ON	
<b>Registration Number:</b>	1717517	J LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7798		
<b>Email:</b>	ablekhman@vedderprice.com		
<b>Correspondent Name:</b>	Aida Blekhman		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 North LaSalle Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	48754.00.0013 J. Burke		
<b>NAME OF SUBMITTER:</b>	Aida Blekhman		
<b>SIGNATURE:</b>	/Aida Blekhman/		
<b>DATE SIGNED:</b>	11/27/2019		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “Intellectual Property Assignment”), effective as of November 22, 2019 is made by and between J-LINE PUMP CO. d/b/a AMERICAN MARSH PUMPS, a Tennessee corporation (“Assignor”), and AMERICAN-MARSH PUMP LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to herein individually as a “Party” and collectively, as the “Parties.”

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, WILO USA LLC (“Buyer”), Cadence Bank, N.A., a national banking association and successor by merger to State Bank and Trust Company, a national banking association and successor by merger to AloStar Bank of Commerce, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama (“Bank”), and GGG Partners, LLC, a Georgia limited liability company, Assignor and Bank agreed to sell, transfer, convey, assign and deliver to Assignee, the Purchased Assets (including, without limitation, all intellectual property rights of Assignor) and Assignee agreed to purchase and acquire such Purchased Assets from Assignor and Bank, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement; and

**WHEREAS**, in accordance therewith, Assignor and Bank desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s and/or Bank’s intellectual property rights described in Section 1.1.8 of the Purchase Agreement, including but not limited to such trademarks, service marks, trade names, brand names, logos, domain names, telephone and fax numbers, and/or other similar designations of source, sponsorship, association or origin set forth in Schedule A attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all registrations, applications and renewals for, any of the foregoing (the “Assigned IP”).

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Assigned IP and all registrations and applications for registrations of the Assigned IP, including the registrations identified on Schedule A, together with the goodwill of the Business symbolized by the trademarks and domain names, and telephone and fax numbers identified on Schedule A, and together with all of such Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned IP (collectively, the “Assigned Property”), free and clear of all Liens, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Terms of the Purchase Agreement. This Intellectual Property Assignment shall, in all respects, be subject to the Purchase Agreement including, without limitation, Article 12 of the Purchase Agreement. The terms of the Purchase Agreement including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Property are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing set forth herein is intended to nor does diminish or expand any of the rights or obligations of the Parties set forth in the Purchase Agreement.

4. Further Assurances. Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may request, together with any assignments thereof to Assignee or persons designated by it.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the Parties hereto.

7. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

8. Governing Law. THIS INTELLECTUAL PROPERTY ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

9. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

10. Execution in Counterparts. This Intellectual Property Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by electronic transmission in .PDF or .TIF format which shall be deemed originals.

11. Filing. Assignor hereby agrees that this Intellectual Property Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be

reflected as the successor in title to the Assigned Property and all applications and registrations therefore.

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IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed, sealed and delivered by an authorized signatory of Assignor as of the date set forth above.

**ASSIGNOR:**

**J-LINE PUMP CO. d/b/a AMERICAN MARSH PUMPS, a Tennessee corporation**

By: GGG PARTNERS, LLC, a Georgia limited liability company

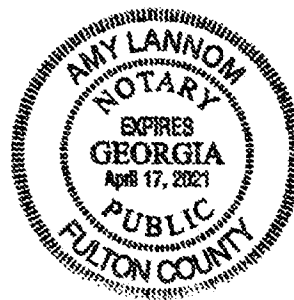
By: *Katie Goodman*  
Name: Katie Goodman, Managing Director  
Title: Receiver for J-Line Pump Co. d/b/a American Marsh Pumps

STATE OF Georgia )  
 )  
COUNTY OF Fulton ) ss.:

On this 21 day of November, 2019, before me, personally appeared Katie Goodman who, being by me duly sworn, did depose and say that such individual is the Managing Director of J-LINE PUMP CO. d/b/a AMERICAN MARSH PUMPS, the corporation described in and which executed the above instrument, and that such individual as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by such individual as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

*Amy Lannon*  
Notary Public  
My Commission Expires: 4.17.21



[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by an authorized officer of Assignee as of the date set forth above.

ASSIGNEE:

AMERICAN-MARSH PUMPS LLC

By:   
Name: Jeffrey Plaster  
Title: CEO/Managing Director



[Signature Page to Intellectual Property Assignment]

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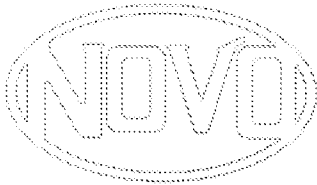
TRADEMARK  
REEL: 006805 FRAME: 0367

**SCHEDULE A  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY**

**Trademark Registrations**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
	1717517	September 22, 1992
	2761947	September 9, 2003

**Unregistered Trademarks**



**Domain Names**

- american-marsh.com
- jlinepump.com

**Telephone and Fax Numbers**

(See attached)