

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane Co.		02/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrimac Industries, Inc.		
Street Address:	41 Fairfield Place		
City:	West Caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1153729	CUFLON	
Registration Number:	2555454	NORCLAD	
Registration Number:	1361497	POLYFLON	
Registration Number:	2555455	POLYGUIDE	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	9726283600		
Email:	cranetm@munckwilson.com		
Correspondent Name:	Matthew S. Anderson		
Address Line 1:	12770 Coit Road		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75251		
ATTORNEY DOCKET NUMBER:	CRAE01-00009		
NAME OF SUBMITTER:	Matthew S. Anderson		
SIGNATURE:	/Matthew S. Anderson/		
DATE SIGNED:	02/01/2022		
Total Attachments: 3			

OP \$115.00 1153729

source=2022.02.01 Crane Co. to Merrimac Industries, Inc. - Assignment#page1.tif
source=2022.02.01 Crane Co. to Merrimac Industries, Inc. - Assignment#page2.tif
source=2022.02.01 Crane Co. to Merrimac Industries, Inc. - Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of February 1, 2022 by and between Crane Co., ("Assignor"), a Delaware corporation with its principal place of business at 100 First Stamford Place, Stamford, Connecticut 06902, United States, and Merrimac Industries, Inc., ("Assignee") a Delaware corporation with its principal place of business at 41 Fairfield Place, West Caldwell, New Jersey 07006, United States, (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark registration set forth in Schedule A attached hereto (the "Assigned Marks"), and to the goodwill and reputation of the business connected with and symbolized by the Assigned Marks;

NOW, THEREFORE in consideration of one dollar (\$1.00), the mutual agreements provisions and covenants contained herein this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

1. **Assignment.** Assignor owns the Assigned Marks and wishes to sell and assign the Assigned Marks to Assignee. Assignee wishes to purchase and acquire the Assigned Marks from Assignor. Accordingly, Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

a. Assignor's entire right, title and interest throughout the world in and to the Assigned Marks, whether or not registered or issued as of the date of this Agreement, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Assigned Marks, and the registrations(s) thereof, and the application(s) thereof and further including all income, royalties, damages and the right to sue for past infringement and misappropriations of the Assigned Marks;

b. All claims, demands and rights or action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Assigned Marks which occurred prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. All rights corresponding to the Assigned Marks, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

d. Assignor retains no rights to use the Assigned Marks and agrees not to challenge Assignee's ownership of the Assigned Marks.

2. **Costs.** Parties shall bear their own legal advisor costs, if any. Costs and expenses relating to this Agreement and any official fees or costs in relation to the recordal of this Agreement shall be borne by the Assignee.

3. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.

4. **Enforceability.** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated in this Agreement as so modified or restricted, or as if such provision had not been originally incorporated in this Agreement, as the case may be.

5. **Amendment.** This Agreement may be amended or supplemented only by an instrument in writing signed by duly authorized representatives of the Parties.

6. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Crane Co.

By: Matthew D Michael

Name: Matthew D Michael

Title: Asst. Secretary

Merrimac Industries, Inc.

By: Matthew D Michael

Name: Matthew D Michael

Title: Asst. Secretary