

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713472

<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>
Fluid Quip, Inc.		12/30/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fluid Quip KS, LLC		
<b>Street Address:</b>	12 Holland Avenue		
<b>City:</b>	Peapack		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07977		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4131233	FLUID-QUIP	
<b>Registration Number:</b>	4131232	FLUID-QUIP	
<b>Registration Number:</b>	1509937	FLUID-QUIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735407300		
<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>	9736317859		
<b>Email:</b>	IJH@spsk.com		
<b>Correspondent Name:</b>	Ira Hammer		
<b>Address Line 1:</b>	Schenck Price Smith & King		
<b>Address Line 2:</b>	220 Park Avenue PO Box 991		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Ira Hammer		
<b>SIGNATURE:</b>	/Ira Hammer/		
<b>DATE SIGNED:</b>	03/10/2022		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 30, 2021 ("Effective Date"), is made from Fluid Quip, Inc., an Ohio corporation with an address of 1940 South Yellow Springs Street, Springfield, Ohio, 45506 ("Assignor"), on the one hand, to Fluid Quip KS, LLC, a Delaware limited liability company with an address of 12 Holland Avenue, Peapack NJ 07977 ("Assignee"), on the other hand. Assignor and Assignee may be individually referred to in this Assignment as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of those certain registered trademarks and applications for registered trademarks set forth in the attached Schedule A (the "Scheduled Trademarks"); and

**WHEREAS**, pursuant to that certain Transaction Agreement, dated December 30, 2021, by and among Assignor, specified affiliates of Assignor, and Assignee (the "Transaction Agreement"), Assignee has agreed to acquire, and Assignor has agreed to contribute, assign, sell, convey, transfer and deliver to Assignee, all of Assignor's rights, title and interests in, to and under the Scheduled Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Rights. Assignor hereby contributes, assigns, sells, conveys, transfers and delivers to Assignee all of its rights, title and interests in, to and under the Scheduled Trademarks, including all rights, benefits, privileges and proceeds under the Scheduled Trademarks throughout the world, including the right to sue and bring claims or causes of action against third parties for past, present or future infringement or other violation of the Scheduled Trademarks, the right to claim and retain damages in respect of the aforesaid, and any and all equivalent rights that, now or hereafter, may be secured throughout the world, together with the goodwill of the business associated with the Scheduled Trademarks.

2. Further Assurances. Assignor shall duly execute and deliver, or cause to be executed and delivered, all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents reasonably requested by Assignee, as may be necessary to contribute, assign, sell, convey, transfer and deliver, and consolidate, vest and record in Assignee, full ownership of the Scheduled Trademarks.

3. Recordation. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment.

4. No Alteration. Assignor and Assignee hereby acknowledge and agree that none of the representations, warranties, covenants, rights or remedies of any party under the Transaction Agreement or any other related agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Conflicts. This Assignment is executed and delivered pursuant to, and is in accordance with and subject to, the Transaction Agreement. In the event that any provision of this

Assignment shall be construed to conflict with a provision in the Transaction Agreement, the provision in the Transaction Agreement shall control.

6. Severability. If a court of competent jurisdiction finds any provision in this Assignment to be invalid, such invalidity shall not affect the remainder of this Assignment; the invalid provision shall be deemed severed therefrom and the remainder of this Assignment shall remain enforceable in accordance with its terms and of full force and effect.

7. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). ANY PROCEEDING ARISING OUT OF OR BASED UPON THIS ASSIGNMENT SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF WILMINGTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH PROCEEDING.

8. Counterparts. The Parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Assignment in the presence of the other Party. This Assignment is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Assignment, a Party must produce or account only for the executed counterpart of the Party to be charged.

*[Remainder of the page intentionally left blank; signature pages follow.]*

**IN WITNESS WHEREOF**, the undersigned have executed, made and entered into this Assignment under seal as of the date first set forth above.

FLUID QUIP, INC.


DocuSigned by:  
By: Andrew Franko  
Name: Andrew Franko  
Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007655 FRAME: 0895**


IN WITNESS WHEREOF, the undersigned have executed, made and entered into this Assignment under seal as of the date first set forth above.

FLUID QUIP KS, LLC

By:   
Name: Robert J. Vander Meulen  
Title: Chief Financial Officer

Schedule A

Scheduled Trademarks

Trademark	Country	Status	Current Owner	Application Number	Application Date	Registration Number	Registration Date
	USPTO	Registered	FLUID QUIP, INC.	85395626	11-AUG-2011	4131232	24-APR-2012
FLUID-QUIP	USPTO	Registered	FLUID QUIP, INC.	85395631	11-AUG-2011	4131233	24-APR-2012
FLUID-QUIP	USPTO	Registered	FLUID QUIP, INC.	73720575	04-APR-1988	1509937	25-OCT-1988

TRADEMARK

REEL: 007655 FRAME: 0897

RECORDED: 03/10/2022