

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM754935

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900716231		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mueller SV, LTD.		12/31/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Henry Pratt Company, LLC		
<b>Street Address:</b>	1200 Abernathy Road, NE		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<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>	5396321	SINGER	
<b>Registration Number:</b>	3279449	S SINGER VALVE RESULT-BASED SOLUTIONS. G	
<b>Registration Number:</b>	2811354	DYNAMIC LIFTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168632653		
<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>	4168632400		
<b>Email:</b>	epatent@blakes.com		
<b>Correspondent Name:</b>	BLAKE, CASSELS & GRAYDON LLP		
<b>Address Line 1:</b>	199 Bay Street		
<b>Address Line 2:</b>	Suite 4000, Commerce Court West		
<b>Address Line 4:</b>	Toronto, Ontario, CANADA M5L 1A9		
<b>ATTORNEY DOCKET NUMBER:</b>	70688-55		
<b>NAME OF SUBMITTER:</b>	Vera Ribeiro		
<b>SIGNATURE:</b>	/Vera Ribeiro/		
<b>DATE SIGNED:</b>	09/13/2022		

**Total Attachments: 5**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS  
("Assignment")**

**THIS ASSIGNMENT** is made as of and effective from December 31, 2021

**BETWEEN:**

**MUELLER SV, LTD.**, a corporation existing under the *Canada Business Corporations Act* (the "**Assignor**")

- and -

**HENRY PRATT COMPANY, LLC**, a corporation existing under the laws of Delaware (the "**Assignee**")

(each a "**Party**" and collectively, the "**Parties**")

**WHEREAS**, under the terms of an Asset Transfer Agreement dated December 31, 2021 (the "**Transfer Agreement**") among the Assignor and the Assignee, the Assignor has agreed to sell and the Assignee has agreed to purchase certain assets of the Assignor (the "**Transaction**");

**AND WHEREAS** it is a condition of the Transfer Agreement that the Assignor shall assign any and all intellectual property owned by the Assignor, including without limitation any and all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, social media identities, rights in get-up and trade dress, design rights, industrial design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and any and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and all goodwill, rights to sue, commercialize and exploit the foregoing (collectively, the "**Intellectual Property**") to the Assignee;

**AND WHEREAS** it is the intention of the Assignor and the Assignee that the Assignee shall own all of the Assignor's rights, titles, interests, and benefits in and to the Intellectual Property included in the Transaction, including without limitation the Intellectual Property listed in Schedule 1 hereto;

**AND WHEREAS** the Assignor is receiving a direct benefit in connection with the Transaction through the allocation of the proceeds paid pursuant to the Transfer Agreement, and such consideration is acknowledged as good and valuable consideration in full and final satisfaction for this Assignment and the conveyances made herein;

**NOW THEREFORE, THIS ASSIGNMENT WITNESSES THAT IN CONSIDERATION** of the mutual covenants, agreements and promises contained in this Assignment, in the recitals hereto, and in the Transfer Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** The Assignor agrees to assign, and does hereby assign, to the Assignee all of the Assignor's entire right, title, interest, and benefit that the Assignor has in Canada, the United States and throughout the world in and to any and all Intellectual Property, including without limitation the Intellectual Property listed in Schedule 1.
2. **Further Assurances.** The Assignor agrees, upon request and without further compensation, to provide assistance and to execute any and all further documents and agreements as may be requested by the Assignee from time to time and to do such other things as may be necessary or desirable to carry out the provisions and purposes of this Assignment. The Assignor agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Intellectual Property, sign all lawful documents which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the Intellectual Property, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the Assignee to obtain and enforce any of the Intellectual Property when requested by the Assignee. The Assignor agrees to execute and deliver any documents necessary to: (i) effect any copyright, trademark, design and/or patent application and any documents necessary to evidence and register the transfer of such rights in any appropriate patent, trademark and/or copyright office; and (ii) transfer or record the transfer of ownership of the Intellectual Property. Further, the Assignor agrees to sign any subsequent assignment confirmation in relation to this Assignment.
3. **Covenants and Warranties.** The Assignor covenants and warrants that it has not executed and will not execute any instrument or assignment in conflict herewith.
4. **Injunctive Relief.** The Parties agree that any breach of the terms and conditions of this Assignment by the Assignor would result in a significant damage to the Assignee, which could not be completely compensable by money damages, and further agree that the Assignee shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of a breach or threatened breach of any terms of this Assignment.
5. **Enurement.** This Assignment shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.
6. **Governing Law.** This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment to be effective as of the date first written above.

**MUELLER SV, LTD.**

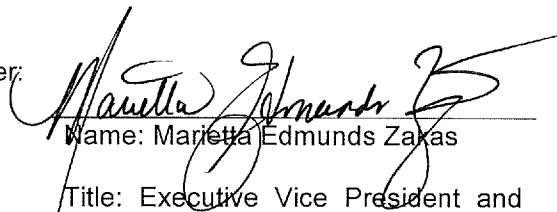
Per:

\_\_\_\_\_  
Name: Stephen Grimm

Title: Sr. Manager, HR International  
Operations

**HENRY PRATT COMPANY, LLC**

Per:

  
\_\_\_\_\_  
Name: Marietta Edmunds Zakas

Title: Executive Vice President and  
Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment to be effective as of the date first written above.

MUELLER SV, LTD.

Per: 

.....  
Name: Stephen Grimm

Title: Sr. Manager, HR International  
Operations

HENRY PRATT COMPANY, LLC



Per:

.....  
Name: Marietta Edmunds Zakas

Title: Executive Vice President and  
Chief Financial Officer

## SCHEDULE 1

### Details of Registered Trademarks:

Country	Mark	Registration No.	Date of Registration
Canada	SINGER	TMA1071844	05-FEB-2020
Canada	SINGER & Design  <b>SINGER</b>	TMA1071838	05-FEB-2020
Canada	SINGER VALVE & Design   <b>SINGER VALVE</b> <i>Result-Based Solutions. Globally.</i>	TMA672975	20-SEP-2006
Canada	PERFORMANCE PROTECTED	TMA437854	30-DEC-1994
United States	SINGER	5396321	06-FEB-2018
United States	S SINGER VALVE RESULT-BASED SOLUTIONS. GLOBALLY.   <b>SINGER VALVE</b> <i>Result-Based Solutions. Globally.</i>	3279449	14-AUG-2007
United States	DYNAMIC LIFTER	2811354	03-FEB-2004

### Details of Patents:

Country	Serial No. / Patent No.	Title	Filing Date
United States	09/062,429 / 5,967,176	Automatic Flow Control Valve with Variable Set-Points	April 17, 1998
United States	14/145,686 / 9,298,190	Automatic Flow Control System and Apparatus	December 31, 2013