

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771299

<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>
Total Piping Solutions, Inc.		11/01/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dresser TPS, LLC		
<b>Street Address:</b>	1624 Port Northwest Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77041		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6233432	TX3	
<b>Registration Number:</b>	3328284	TPS	
<b>Registration Number:</b>	6085327	ULTRA-SLEEVE	
<b>Registration Number:</b>	5740000	QUICK-CAM	
<b>Registration Number:</b>	4348303	TRIPLE TAP	
<b>Serial Number:</b>	97480864	ULTRA-TAP	
<b>Serial Number:</b>	97636436	T3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5124578000		
<b>Email:</b>	adula@dbcllp.com		
<b>Correspondent Name:</b>	Austin Dula		
<b>Address Line 1:</b>	303 Colorado St.		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	7220-3		
<b>NAME OF SUBMITTER:</b>	Austin Dula		
<b>SIGNATURE:</b>	/Austin Dula/		

OP \$190.00 6233432

<b>DATE SIGNED:</b>	12/01/2022
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is effective as of November 1, 2022 (the “**Effective Date**”), by and between Total Piping Solutions, Inc., a New York corporation (“**Assignor**”), and Dresser TPS, LLC a Delaware limited liability company (“**Assignee**”).

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the “**Asset Purchase Agreement**”);

WHEREAS, Assignor agrees to assign to Assignee the entirety of Assignor’s right, title, and interest in, to, and under the Assigned Trademarks (defined below); and

WHEREAS, Assignee agrees to accept the entirety of Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Exhibit A attached hereto, whether registered, unregistered, or under common law and all applications, registrations, extensions, and renewals thereof and therefor;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Assurances.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall provide such assistance to Assignee and its successors, assigns and legal representatives, by providing the additional execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, proof of use evidence, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Counterparts; Electronic Signatures.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

6. **Construction.** This Trademark Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing in this Trademark Assignment is intended to supersede, modify, limit, expand, amend, alter, or otherwise affect the terms contained in the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.

*Signature page follows.*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the effective date.

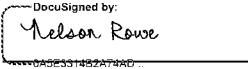
ASSIGNOR:

**TOTAL PIPING SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: Daryl M. Piontek  
Title: \_\_\_\_\_

ASSIGNEE:

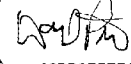
**DRESSER TPS, LLC**

By:   
Name: Nelson Rowe  
Title: Vice-President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the effective date.

ASSIGNOR:

**TOTAL PIPING SOLUTIONS, INC.**

DocuSigned by:  
  
92BB6EEFE18A46D

By: \_\_\_\_\_  
Name: Daryl M. Piontek  
Title: President


ASSIGNEE:

**DRESSER TPS, LLC**

By: \_\_\_\_\_  
Name: Nelson Rowe  
Title: Vice-President

**EXHIBIT A**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application/Registration No.</b>	<b>Filing/Registration Date</b>
TX3	United States	6,233,432	12/29/2020
	United States	3,328,284	11/6/2007
ULTRA-SLEEVE	United States	6,085,327	6/23/2020
QUICK-CAM	United States	5,740,000	4/30/2019
TRIPLE TAP	United States	4,348,303	6/4/2013
ULTRA-TAP	United States	97480864	6/29/2022
T3	United States	97636436	10/18/2022