

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hellenbrand, Inc.		02/20/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	New Aqua, LLC		
Street Address:	8801 RIVER CROSSING BLVD. STE. 320		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5205623	STRIKER	
CORRESPONDENCE DATA			
Fax Number:	6162054399		
<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:	6162053079		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Monica J. Stover		
Address Line 1:	99 Monroe Avenue, NW Suite 300		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	17757-4		
NAME OF SUBMITTER:	Monica J. Stover		
SIGNATURE:	/Monica J. Stover/		
DATE SIGNED:	05/19/2023		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

DATED AS OF THE 20TH DAY OF FEBRUARY, 2019

BY AND AMONG

NEW AQUA, LLC

AND

HELLENBRAND, INC.

AND

THE SHAREHOLDERS

OF HELLENBRAND, INC.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of February 20, 2019 is by and among New Aqua, LLC, an Indiana limited liability company ("Purchaser"), Hellenbrand, Inc., a Wisconsin corporation ("Seller"), and [REDACTED] (collectively, the "Shareholders" and individually, a "Shareholder").

WITNESSETH:

WHEREAS, Seller is engaged in the business of selling water treatment equipment and supplies including, but not limited to: water softeners, water softener salt, filtration systems, UV disinfectant systems, reverse osmosis systems and iron removal systems to plumbers, wholesalers, water treatment dealers, end users and other commercial and residential customers (the "Business");

WHEREAS, the Company's office, retail and manufacturing business are located at certain real property with an address of 404 Moravian Valley Road, Waunakee, Wisconsin 53597 (the "Principal Office") [REDACTED];

WHEREAS, [REDACTED];

WHEREAS, the Shareholders own all of the outstanding shares of capital stock of Seller, and have become parties to this Agreement as a material inducement to Purchaser to enter into this Agreement and to consummate the transactions provided for and contemplated by this Agreement;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Assets (as hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, capitalized terms used but not otherwise defined shall have the meanings ascribed to them in Article IX hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE ASSETS

Section 1.01. Assets. Upon the terms and subject to the conditions set forth in this Agreement and on the basis of the representations, warranties, covenants and agreements herein contained, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser, all of the right, title and interest in and to all of the assets of Seller (whether tangible or intangible) of any kind, nature, character and description relating to the Business, whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever situated, and whether or not reflected in any financial statement of Seller, which are owned or leased by Seller, other than the Excluded Assets (collectively, the "Assets"), free and clear of all Encumbrances other than Permitted Encumbrances. The Assets shall include, without limitation, the following items:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(h) all Intangible Assets;

(i) all Intellectual Property Assets;

(j) all Confidential Information;

(k) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.04. Title to the Assets and Related Matters. Seller has good, marketable and insurable title to all of the Assets, free and clear of all Encumbrances other than Permitted Encumbrances. Except for any Restricted Material Agreement, Seller shall have as of the Closing complete and unrestricted power and the unqualified right to sell, convey, assign,

transfer and deliver the Assets, assignments and the instruments of assignment and transfer to be executed and delivered by Seller to Purchaser at the Closing, which shall be valid and binding obligations of Seller, enforceable in accordance with their respective terms, and shall effectively vest in Purchaser good, marketable and insurable title to the Assets. Except for any Restricted Material Agreement, all consents necessary to consummate the transactions contemplated by this Agreement have been obtained, or, subject to Section 1.10, shall be obtained on or prior to, and be in effect as of, the Closing Date, and are or shall be when obtained enforceable, valid and binding upon the Persons giving the same. The Assets are in good operating condition and repair, subject to normal wear and tear, and are suitable and sufficient for the purposes used, and the operation of the Business as currently conducted. The Assets include all assets (tangible and intangible), and all leases and other Contracts necessary or desirable to permit Purchaser to carry on the Business subsequent to the Closing as presently conducted.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

granted to any Person under any of the Intellectual Property Assets, and (b) neither Seller nor any of the Shareholders is a party to any agreement or understanding with respect to any of the Intellectual Property Assets. Section 3.15 of the Disclosure Schedules sets forth a list of all material software licenses used in the Business. Except as described on Section 3.15 of the Disclosure Schedules, there are no unresolved claims made, and there has not been communicated to Seller or the Shareholders the threat of any such claim, that any of the Intellectual Property Assets or activities of Seller in connection with the Intellectual Property Assets constitutes unfair competition or is in violation or infringement of any patent, trademark, trade name, service mark, trade dress, right of publicity, copyright or registration therefor, of any other Person. The Intellectual Property Assets, their use or exploitation, the sale of products by the Company, and the conduct of Company's business do not infringe any patent, trademark, copyright, trade secret or other proprietary right of any Person. All filings or recordings necessary or appropriate to create the interests of Seller in any of the Intellectual Property Assets have been duly made and are in full force and effect.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property Assets" means all intellectual property owned, in whole or in part, or licensed by Seller (as licensor or licensee) in which Seller has a proprietary interest, whether arising or protected under the laws of the United States or any other jurisdiction or treaty, including, without limitation: (a) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks and service marks, trade dress and similar rights and applications for registration of any of the foregoing (collectively, "Marks"); (b) all patents (including certificates of invention, industrial rights and other patent equivalents), provisional, non-provisional, divisional, continuation, continuation in-part and reissue applications and patents issuing therefrom, any revivals, renewals, extensions, inventions and discoveries that may be patentable (collectively, "Patents"); (c) all registered and unregistered copyrights in both published works and unpublished works and applications for registration, all moral rights and all rights to register and obtain renewals and extensions of registrations (collectively, "Copyrights"); (d) all know-how, trade secrets, concepts, processes, customer lists, technical information and

other confidential or proprietary information (collectively, "Trade Secrets") ; (e) all user guides, manuals, instructions, forms, data, software architecture designs, layouts, programmer notes or logs, source code annotations, designs, plans, drawings, process technology, plans, blue prints, documentation or materials that relate to any aspect of the Intellectual Property Assets, whether in tangible, electronic or other intangible form (collectively, "Documentation"); (f) all rights in internet web sites and internet domain names used by Seller as of the date of this Agreement and through the Closing Date (collectively, "Domain Names"); (g) all versions of all software (including software programs, objects, modules, routines, algorithms and code, in source code, object code and executable form), machine readable databases and compilations, data structures and all data and collections of data and all derivative works of any such software (collectively, "Software"); (h) all websites and FTP sites, including all associated scripts, information, text, graphics and other content relating to any and all of Seller's websites or FTP and all derivative works thereof (collectively, the "Websites"); and (i) all rights in mask works and similar rights protecting circuits and chip topographies and layouts.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 11.19. Schedules, Exhibits and Certificates. All Schedules and Exhibits referred to herein form an integral part of this Agreement and shall be deemed to be part of this Agreement to the same extent as if set forth in the text of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PURCHASER:

NEW AQUA, LLC



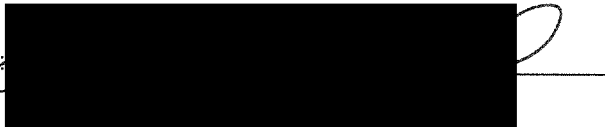
TRANSPORT (solely for the obligations set forth in Sections 8.02 and 8.04):

AQUA TRANSPORT, LLC



SELLER:

HELLENBRAND, INC.

By 

SHAREHOLDERS:




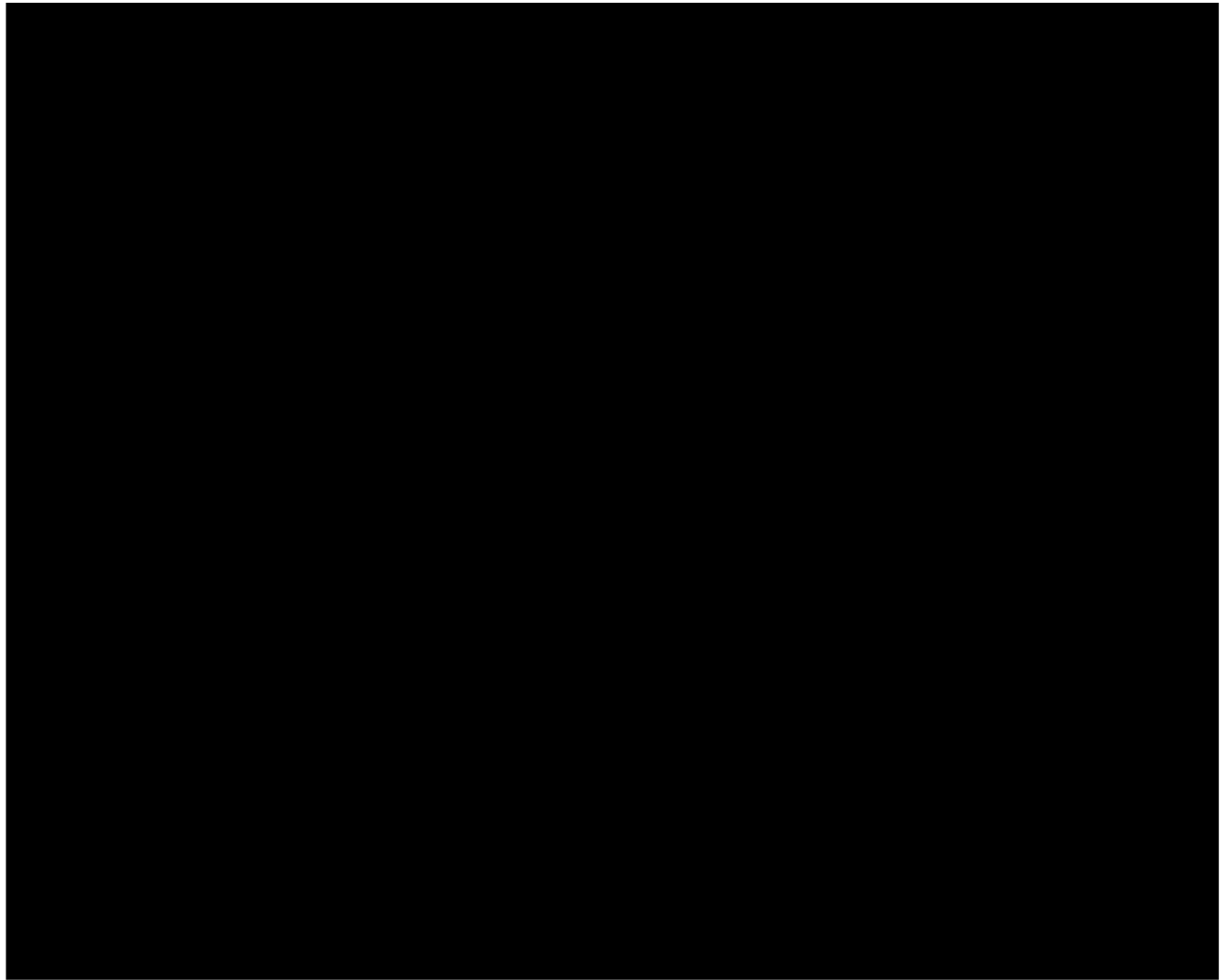
Signature Page to Asset Purchase Agreement

Section 3.15

Intellectual Property

Intellectual Property Assets

1. Patent Property Report (See Attachment G)
2. Trademark Property Report (See Attachment H)
3. 



HELLENBRAND - TRADEMARK PROPERTY REPORT

MARK		STATUS	DATE FILED	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
ACHIEVE AQUALIBRIUM	US	Registered	6/27/14	86/322,757	12/30/14	4663868
CLEAR SOLUTIONS	US	Registered	4/27/16	87/015,616	8/29/17	5277437
ECOMAX	US	Registered	1/12/16	86/872,277	12/13/16	5098863
HELLENBRAND AND TWO WAVE DESIGN	US	Registered	3/6/03	78/222,387	1/13/04	2805040
HELLENBRAND ENVIRONMENTALLY FRIENDLY AND DESIGN	US	Registered	4/14/08	77/447,771	9/29/09	3690159
IRON CURTAIN	CA	Registered	9/30/14	1,696,552	1/25/16	TMA926921
IRON CURTAIN	US	Registered	8/31/90	74/093,963	4/14/92	1682807
IRON CURTAIN	US	Registered	2/16/11	85/243,766	9/6/11	4022806
IRON CURTAIN JR	US	Registered	2/16/11	85/243,761	9/6/11	4022805
IRON CURTAIN JR AND DESIGN	US	Registered	2/16/11	85/243,773	9/6/11	4022807
IRON LAZER	US	Registered	10/19/15	86/792,318	5/23/17	5210155
NATURALLY TASTEFUL ... TASTEFULLY NATURAL AND DESIGN	US	Registered	8/23/07	77/262,706	10/6/09	3693201
PROFICIENT H2O	US	Registered	5/21/14	86/287,635	8/18/15	4796396
PROMATE	US	Registered	7/31/01	76/293,092	9/17/02	2620858
STRIKER	US	Registered	10/19/15	86/792,311	5/16/17	5205623
SULFUR CURTAIN	US	Registered	8/2/12	85/693,309	11/19/13	4437365
WATER THAT WORKS	US	Registered	2/11/15	86/531,083	4/5/16	4933899
WHAT'S IN YOUR WATER?	US	Registered	8/23/07	77/262,703	10/13/09	3696382