

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556388

<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>
BJM Pumps, LLC		12/31/2019	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Industrial Flow Solutions Operating, LLC		
<b>Street Address:</b>	123 Spencer Plains Road		
<b>City:</b>	Old Saybrook		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06475		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77368334	PERFECTA	
<b>Serial Number:</b>	77368308	SEAL MINDER	
<b>Serial Number:</b>	77368266	SILVER BULLET	
<b>Serial Number:</b>	77367778	BJM PUMPS	
<b>Serial Number:</b>	86175009	MOP-UP	
<b>Serial Number:</b>	86175036	FAHRENHEIT	
<b>Serial Number:</b>	86310407	LWA	
<b>Serial Number:</b>	86570538	RAD-AX	
<b>Serial Number:</b>	87944087	THE PUMP YOU NEED, GUARANTEED.	
<b>Serial Number:</b>	88664663	THE PUMP YOU NEED, GUARANTEED.	
<b>Serial Number:</b>	88715534	OVERWATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602490203		
<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>	8602661779		
<b>Email:</b>	trademark@wasserbauerlaw.com		
<b>Correspondent Name:</b>	Damian Wasserbauer		
<b>Address Line 1:</b>	220 Albany Turnpike, Suite 112		

OP \$290.00 77368334

**Address Line 4:** Canton, CONNECTICUT 06019

**NAME OF SUBMITTER:** Damian Wasserbauer

**SIGNATURE:** /Damian Wasserbauer/

**DATE SIGNED:** 01/07/2020

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the “Assignment”) is entered into December 31, 2019 (the “Effective Date”) by and between **BJM PUMPS, LLC**, a Connecticut limited liability company, and having its principal place of business at 123 Spencer Plains Road, Old Saybrook, Connecticut 06475 (Connecticut Business ID# 0844479) (“**Assignor**”), and **INDUSTRIAL FLOW SOLUTIONS OPERATING, LLC**, a Connecticut Limited Liability Company having a place of business at 123 Spencer Plains Road, Old Saybrook, CT 06475 (“**Assignee**”).

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, as listed in attached Exhibit A (collectively the “Mark”); and
- B. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Assignor represents and warrants that:
  - (a) Assignor owns the entire right, title and interest in and to the Marks;
  - (b) all registrations for the Marks are currently valid and subsisting and in full force and effect;
  - (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
  - (d) there are no liens or security interests against the Marks;
  - (e) Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and
  - (f) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other Assignment to which Assignor is a party or provision of Assignor’s Certificate of Organization or By-laws.





3. Assignor shall execute and deliver to Assignee this Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.
4. Within 15 days of the execution of this Assignment, Assignee will pay Assignor the sum of \$10.
5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.
6. This Assignment shall be binding on and shall inure to the benefit of the parties to this agreement and their successors and assigns, if any.
7. Miscellaneous.
  - (a) This Trademark Assignment constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter.
  - (b) This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Connecticut. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Assignment may be heard and determined in any of such courts.
  - (c) This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed Assignment.
  - (d) Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.



EXHIBIT A

MARK	country	CL	Appl. Date	Appl. No	Reg. Date	Reg. No.	Owner / Applicant	Docket No.
PERFECTA	US	7	10-Jan-08	77368334	3-Mar-09	3562356	BJM Pumps, LLC	TM1030US00
SEAL MINDER	US	7	10-Jan-08	77368308	24-Feb-09	3578823	BJM Pumps, LLC	TM1031US00
SILVER BULLET	US	7	10-Jan-08	77368266	3-Mar-09	3582355	BJM Pumps, LLC	TM1032US00
BJM PUMPS	US	7	9-Jan-08	77367778	24-Feb-09	3578819	BJM Pumps, LLC	TM1033US00
BJM PUMPS (Peru)	PE	7	14-Jul-15	00062620 6-2015	6-Oct-15	P00229958	BJM Pumps, LLC	TM1287PE00
MOP-UP	US	7	24-Jan-14	86175009	21-Oct-14	4623805	BJM Pumps, LLC	TM1038US00
FAHRENHEIT	US	7	24-Jan-14	86175036	21-Oct-14	4623806	BJM Pumps, LLC	TM1039US00
LWA	US	7	16-Jun-14	86310407	20-Jan-15	4675189	BJM Pumps, LLC	TM1054US00
RAD-AX	US	7	19-Mar-15	86570538	3-Nov-15	4845022	BJM Pumps, LLC	TM1191US00
THE PUMP YOU NEED, GUARANTEED.	US	7	31-May-18	87944087			BJM Pumps, LLC	TM1252US00
THE PUMP YOU NEED, GUARANTEED. (Class 41)	US	41	22-Oct-19	88664663			BJM Pumps, LLC	TM1309US00
OVERWATCH	US	7	4-Dec-19	88715534			BJM Pumps, LLC	TM1313US00

Foreign Trademarks (current owner BJM Pumps LLC)

Office	Mark	Reg. No.	Date	Status	Record Owner
FR		3990172	2013-03-14	Registered	SOCIETE DIMPLANTATION ET DE DIFFUSION DEQUIPEMENTS ELECTRO-HYDRAULIQUES (S.I.D.E.), Société par actions simplifiée
FR		3641218	2009-04-02	Registered	SOCIETE DIMPLANTATION ET DE DIFFUSION DEQUIPEMENTS ELECTRO-HYDRAULIQUES, Société à Responsabilité limitée. Change of name to S.I.D.E. filed 2012-07-30
FR		3891987	2012-01-26	Registered	SOCIETE DIMPLANTATION ET DE DIFFUSION DEQUIPEMENTS ELECTRO-HYDRAULIQUES, Société par actions simplifiée. Change of name to S.I.D.E. filed 2012-07-30
FR		3566858	2008-04-03	Expired	SOCIETE DIMPLANTATION ET DE DIFFUSION DEQUIPEMENTS ELECTRO-HYDRAULIQUES, Société à Responsabilité limitée Change of name to "SOC DIMPLANTATION ET DE DIFFUSION DEQUIPEMENTS ELECTRO-HYDRAULIQU" filed 2012-08-06.

Omni DIP Remote Control

GENERAL DEWATERING PUMPS – each series category includes model numbers.

Baby Series

J Series

JF-Series

JH-Series

JXF Series

JXH Series

JXHF Series

KB Series

KBF Series

R Series

RX Series

XP-JX Series

SOLID HANDLING PUMPS – each series category includes model numbers.

S Series

SF-Series

SK-Series

SKF Series

SKG-Series

SKGF-Series

SKX Series

SKXF-Series

SV-Series

SVF Series

SX-Series

SXF-Series

XP-SK Series

XP-SKG Series

XP-SKX Series



SAND, SLUDGE, & SLURRY PUMPS – each series category includes model numbers.

- HAZ Series
- KB Series
- KBF Series
- KBHF Series
- KHD Series
- KHH Series
- KZE Series
- KZN Series
- KZN-HYD Series
- KZNF Series
- KZNR Series
- KZNRF Series
- LWA Series
- XP-KZN Series

HIGH HEAD DEWATERING PUMPS – each series category includes model numbers.

- KHD Series
- KHH Series

CORROSION RESISTANT PUMP – each series category includes model numbers.

- JX Series
- JXF Series
- JXH Series
- JXHF Series
- Perfecta Series
- RX Series
- SKX Series
- SKXF Series
- SX Series
- SXF Series
- XP-JX Series
- XP-SKX Series

HIGH TEMPERATURE PUMPS – each series category includes model numbers.

- JF-Series
- JH-Series
- JXF Series
- JXH Series
- KBF Series
- KBHF Series
- KZNF Series
- KZNR Series
- SF-Series
- SKF Series
- SKGF-Series
- SKXF-Series
- SVF Series
- SXF-Series

EXPLOSION PROOF PUMPS – each series category includes model numbers.

- XP-JX Series
- XP-JXH Series
- XP-KZN Series
- XP-SK Series
- XP-SKG Series
- XP-SKX Series