

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pentek, Inc.		05/26/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pentek Technologies, LLC		
Street Address:	Saddle River Plaza, One Park Way		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3968426	COBALT	
Registration Number:	4851227	QUICKPAC	
Registration Number:	4851230	SPARK	
Registration Number:	2507809	COTSWARE	
Registration Number:	4945476	FLEXORSET	
Registration Number:	2601740	READYFLOW	
Registration Number:	4201155	TALON	
Registration Number:	4321692	ONYX	
Registration Number:	4395976	GATEXPRESS	
Registration Number:	4399633	BANDIT	
Registration Number:	2775523	GATEFLOW	
Registration Number:	4699104	FLEXOR	
Registration Number:	5707744	NAVIGATOR	
Registration Number:	5737700	JADE	
Registration Number:	5925774	QUARTZ	
Registration Number:	3097451	SYSTEMFLOW	
Registration Number:	2117887	PENTEK	
CORRESPONDENCE DATA			

CH \$440.00 3968426

Fax Number: 5616596313

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.

Phone: 561-653-5000

Email: kendra.waterman@akerman.com

Correspondent Name: Mark D. Passler, Akerman LLP

Address Line 1: 777 S. Flagler Drive

Address Line 2: Suite 1100, West Tower

Address Line 4: West Palm Beach, FLORIDA 33401

NAME OF SUBMITTER:	Mark D. Passler
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SIGNATURE:	/Mark D. Passler/
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DATE SIGNED:	06/10/2021
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Total Attachments: 4

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Trademark Assignment

This Trademark Assignment (this "Assignment"), dated as of May 26, 2021 (the "Effective Date"), is made by and between Pentek, Inc., a New Jersey corporation ("Assignor"), and Pentek Technologies, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademarks");

B. Assignor and Assignee have entered into that certain Bill of Sale, dated as of the date hereof (the "Agreement"), by and among the Assignor and Assignee, pursuant to which, among other things, Assignor assigned and transferred to Assignee, and Assignee acquired, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

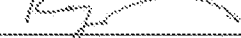
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

Pentek, Inc.

By:  _____

Name: Rodger Hosking

Title: Vice President

ASSIGNEE:

Pentek Technologies, LLC

By:  _____

Name: Rodger Hosking

Title: Authorized Representative

[Signature Page to Trademark Assignment]

Schedule 1

Trademark Applications and Registrations

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Owner</u>
Cobalt	77872258	3968426	Pentek
QuickPac	86590724	4851227	Pentek
Spark	86590765	4851230	Pentek
COTSware	75790322	2507809	Pentek
FlexorSet	86709542	4945476	Pentek
ReadyFlow	75790317	2601740	Pentek
Talon	85426987	4201155	Pentek
Onyx	85419935	4321692	Pentek
GateXpress	85833881	4395976	Pentek
Bandit	85837268	4399633	Pentek
GateFlow	78133041	2775523	Pentek
Flexor	86334491	4699104	Pentek
Navigator	87826034	5707744	Pentek
Jade	87825920	5737700	Pentek
Quartz	88429563	5925774	Pentek
SystemFlow	78492453	3097451	Pentek
Pentek	75201514	2117887	Pentek