

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465265

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Transfer Statement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMERICA BANK		02/28/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WATERMAN VALVE, LLC		
<b>Street Address:</b>	25500 ROAD 204		
<b>City:</b>	EXETER		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93221		
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0662999	RED TOP	
<b>Registration Number:</b>	0667607	WATERMAN	
<b>Registration Number:</b>	4312352	WATERMAN INDUSTRIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2052541999		
<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>	12052541036		
<b>Email:</b>	tebbert@maynardcooper.com		
<b>Correspondent Name:</b>	C. Brandon Browning		
<b>Address Line 1:</b>	1901 6th Ave North Suite 2400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>NAME OF SUBMITTER:</b>	C. Brandon Browning		
<b>SIGNATURE:</b>	/cbbrowning/		
<b>DATE SIGNED:</b>	03/12/2018		
<b>Total Attachments: 4</b>			
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TRANSFER STATEMENT

This document shall constitute a "transfer statement," as such term is defined and used in Section 9619 of the Uniform Commercial Code. Solely for purposes of any official filing, recording, registration, or certificate-of-title system covering the Collateral described on Exhibit A, COMERICA BANK ("Seller"), as secured party under the Security Agreement, dated as of April 2, 2015 (the "Security Agreement") by WATERMAN INDUSTRIES, LLC ("Debtor"), states that:

1. Debtor has defaulted in connection with its obligations under the Security Agreement;
2. Seller has exercised its post-default remedies and foreclosed upon the Collateral described in Exhibit A, including without limitation, the Collateral described on Exhibit B;
3. By reason of the exercise and the related private sale, WATERMAN VALVE, LLC (the "Buyer") has acquired the rights of the Debtor in the Collateral;
4. The names and addresses of the Seller, the Debtor and the Buyer are set forth below:

Seller:

Comerica Bank  
2321 Rosecrans Avenue, 5th Floor  
El Segundo, CA 90245  
Attn: Laura H. Alfaro

Debtor:

Waterman Industries, LLC  
25500 Road 204  
Exeter, CA 93221

Buyer:

Waterman Valve, LLC  
Attn: General Manager  
25500 Road 204  
Exeter, CA 93221

All Collateral has been sold on an "as is and where is" basis and the Seller makes no, and hereby disclaims any, representation or warranty to the Buyer or any other person or entity with respect to the Collateral. This Transfer Statement may be signed with PDF or facsimile signatures, which shall be deemed to be original and binding signatures.

Dated: February 28, 2018.

COMERICA BANK

By:

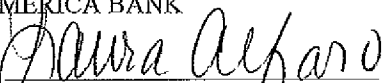
  
Laura Alfaro, Vice President

EXHIBIT A

All personal property of Borrower whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles (including, without limit, payment intangibles and software), chattel paper (including, without limit, electronic chattel paper and tangible chattel paper), contract rights, deposit accounts, documents (including, without limit, negotiable documents), instruments (including, without limit, promissory notes) and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, money and rights to payment for money or funds advanced or sold),

all Inventory (including, without limit, returns and repossessions),

all investment property (including, without limit, securities, securities entitlements, and financial assets), all securities accounts and all investment property contained therein, including, without limitation, all securities and securities entitlements, financial assets, instruments or other property contained in such securities accounts, and all other investment property, financial assets, instruments or other property at any time held or maintained in such securities accounts, together with all investment property, financial assets, instruments or other property at any time substituted for all or for any part of the foregoing, and all interest, dividends, increases, profits, new investment property, financial assets, instruments or other property and or other increments, distributions or rights of any kind received on account of any of the foregoing, and all other income received in connection therewith,

all Equipment and Fixtures,

all Software (for purposes of this Agreement "Software" consists of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded),

all general intangibles (including, without limit, software) acquired or used in connection with any of the Collateral,

all goods, instruments (including, without limit, promissory notes), documents (including, without limit, negotiable documents), policies and certificates of insurance, deposit accounts, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise,

all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including,

without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Borrower, and

all of Borrower's books and records with respect to any of the foregoing (including, without limit, computer software and the computers and equipment containing said books and records).

Notwithstanding the foregoing, the membership interest of Waterman Exeter, LLC held by Borrower shall not be included within the Property sold, assigned, transferred and conveyed to Buyer.

**EXHIBIT B**

**Patents:**

- U.S. Patent No. 8,820,711
- U.S. Patent No. 9,500,476
- U.S. Patent No. 9,109,929

**Trademarks (including all goodwill associated therewith):**

- U.S. Trademark Registration No. 662999
- U.S. Trademark Registration No. 667607
- U.S. Trademark Registration No.4,312,352

**Copyrights:**

- U.S. Copyright Registration No. Txu001574320
- U.S. Copyright Registration No. Txu001574319
- U.S. Copyright Registration No. Txu001574318
- U.S. Copyright Registration No. Txu001574321
- U.S. Copyright Registration No. Txu000683547