

10-09-2003



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Form 1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kleen Brite Laboratories, Inc. **4-22-03**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **at least as early as 4/15/03**

2. Name and address of receiving party(ies)

Name: Jennico2, Inc.

Internal

Address:

Street Address: 4404 Anderson Dr.

City: Eau Claire State: WI Zip: 54703

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Wisconsin☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,473,524 2,421,790**

1,336,230 1,336,231 1,336,232 1,336,233

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anthony J. Bourget

Internal Address:

Street Address: 1119 Regis Ct., Suite 1B

P.O. Box 81

City: Eau Claire State: WI Zip: 54702-0081

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$165.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Anthony J. Bourget
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document.

9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/24/2003 ECOOPER 00000169 2473524

01 FC:0521
02 FC:0522

40.00 OP
125.00 OP

TRADEMARK
REEL: 002730 FRAME: 0400



**TRANSMITTAL OF DOCUMENT FOR RECORDATION
(continued)**

Box 1. Name of conveying parties (continued):

U.S. Bank National Association, f/k/a Firststar Bank, National Association
800 Nicollet Mall
Minneapolis, MN 55402

A National Banking Association

Kleen Brite Properties, Inc.
A New York Corporation

D. James Manno
Individual



TRADEMARK ASSIGNMENT/TRANSFER
AND RECORDING AGREEMENT

THIS TRADEMARK ASSIGNMENT/TRANSFER AND RECORDING AGREEMENT ("Agreement") is made as of this 15th day of April, 2003 by and among ASSIGNORS, BANK, and ASSIGNEE, as identified below:

RECITALS

WHEREAS, Kleen Brite Laboratories, Inc. (KBL) a New York Corporation having principal address at 10 Moore Street, Rochester, New York 14602 has adopted, used, is using and/or owns or has owned (subject to the rights of Bank or others described below) various trademarks, including the following: SPRING TIME and BRIGHT WATER, including various common law uses and designs relating to the same as applied to various products, and has obtained at least the following Federal Registrations:

SPRING TIME

Trademark Registration No. 2,473,524
Trademark Registration No. 2,421,790

BRIGHT WATER

Trademark Registration No. 1,657,955 **(cancelled 07/20/02)**
Trademark Registration No. 1,657,953 **(cancelled 07/20/02)**
Trademark Registration No. 1,336,230
Trademark Registration No. 1,336,231
Trademark Registration No. 1,336,232
Trademark Registration No. 1,336,233
Trademark Registration No. 1,199,233

All of said trademarks (including associated designs, in whatever form or use, together with all common law uses) and together with the goodwill of the business or portion thereof used in connection therewith, hereafter referred to as "Trademarks";

WHEREAS, Jennico2, Inc., a Wisconsin Corporation located and doing business at 4404 Anderson Drive, Eau Claire, WI 54702 (hereafter "ASSIGNEE") is desirous of acquiring the right title and interest in and to the said Trademarks and any and all registrations thereof, including all common law rights therein;

WHEREAS, ASSIGNEE has already received in prior purchases from ASSIGNOR and/or Bank, certain equipment and assets of KBL, helpful for maintaining the goodwill or portions thereof relating to the Trademarks;

WHEREAS, Firststar Bank, National Association, a national banking association n/k/a U.S. Bank National Association, a national banking association, ("Bank"), located and doing business at 800 Nicollet Mall, Minneapolis, Minnesota 55402, owns a security interest in said Trademarks, and possesses the right to dispose of said Trademarks including all goodwill of the business in connection with the Trademarks;

WHEREAS, James D. Manno, an individual residing at _____, may have an interest and/or lien in and to the Trademarks;

WHEREAS, Katherine F. Manno, an individual residing at _____, may have an interest and/or lien in and to the Trademarks (James D. Manno and Katherine F. Manno hereafter together "Manno");

WHEREAS, Kleen Brite Properties, Inc., ("KBP") may have an interest and/or lien in and to the Trademarks;

WHEREAS, KBL, KBP, Bank, and Manno, desire to assign and transfer all their right title and interest in the Trademarks to ASSIGNEE (KBL, KBP, and Manno, hereinafter the "ASSIGNORS");

WHEREAS, Bank and Assignee have entered into certain transactions in contemplation of the transfer and conveyance of the Trademarks described in this Agreement, as described more fully in that certain Trademark Transfer and Waste Disposal Agreement, of even date herewith;

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. ASSIGNORS acknowledge and consent to the surrender/transfer of the Trademarks to ASSIGNEE. Bank acknowledges and consents to the release of its lien in and to the Trademarks. ASSIGNORS and Bank recognize ASSIGNEE as exclusive owner of the Trademarks, and ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement, or other documents concerning the Trademarks, and/or to reflect KBL as assignor, and to reflect ASSIGNEE as owner and/or assignee. ASSIGNORS and Bank hereby agree to execute any further papers necessary to effectuate full transfer and/or recording of the Trademarks on behalf of ASSIGNEE, and all goodwill or assets appurtenant thereto, and effectuate any release or notice of release of any Bank liens or interest therein. ASSIGNORS and Bank hereby release any security interest or lien or other encumbrance they may have in the Trademarks.

2. To the extent not already provided, ASSIGNORS and Bank hereby sell, transfer, convey and assign to ASSIGNEE, all of their right, title and interest throughout the world in and to the Trademarks, all registrations and applications,

if any, thereof, the right to recover for past infringements, the goodwill of the business in connection with which the Trademarks (or with which any similar marks) are or have been used, and release any lien or encumbrance (and discharge and release any security interests) they may have therein or which they may obtain or control in the future. ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement or other documents concerning the Trademarks. Any assignment herein by BANK shall not be deemed to include an assignment of any indebtedness owed by any ASSIGNORS to BANK, including, without limitation, any indebtedness previously secured by any of the Trademarks.

3. ASSIGNORS represent and warrant that they have not assigned, licensed or restricted the Trademarks to any third party, (and/or filed or recorded any assignment or related liens or security interest concerning the Trademarks), and agree to indemnify and hold harmless Assignee, its successors and assigns, including any subsidiary, distributor, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result a breach of this representation and warranty.

4. BANK represents and warrants that it has not assigned, licensed or restricted the Trademarks to any third party (and/or filed or recorded any assignment or related liens or security interest concerning the Trademarks), and agrees to indemnify and hold harmless Assignee, its successors and assigns, including any subsidiary, distributor, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result a breach of this representation and warranty.

5. ASSIGNORS shall provide to ASSIGNEE all original files, file wrappers, licenses, assignments, and certificates or registration documents, concerning the Trademarks.

6. Upon BANK's receipt of (a) \$5,000 as consideration for BANK's release of its security interest in the Trademarks, and (b) a confidentiality in the form required by BANK, BANK shall provide ASSIGNEE with access to all files in BANK's possession concerning the Trademarks, which are located in Minneapolis, Minnesota. ASSIGNEE shall have the right to remove and retain from such files originals of all documents that relate solely to the Trademarks, and shall have the right to make a photo copy of other documents in such files that relate in part only to the Trademarks. ASSIGNEE have access to such files without additional charge or expense, except for photo copy charges incurred by BANK, if any.

7. ASSIGNORS agree hereafter to never use or adopt the Trademarks.

8. Bank agrees hereafter to never use or adopt the Trademarks.

9. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date written above.

KLEEN BRITE LABORATORIES, INC.:

By: *D. James Manno*
Name: D. James Manno
Title: Pres.

ACKNOWLEDGEMENT:

STATE OF New York)
) ss
COUNTY OF Monroe)

On this 28th day of March, 2003, before me personally came D. James Manno to me known, who being by me duly sworn did depose and say that he is an officer of Kleen Brite Laboratories, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Mark K. Broyles
Notary Public,
State of New York
My commission expires: 2/6/07

MARK K. BROYLES
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Feb. 6, 2007

J. James Manno
JAMES D. MANNO

ACKNOWLEDGEMENT:

STATE OF New York)
) SS
COUNTY OF Monroe)

On this 28th day of March, 2003, before me personally came D. James Manno to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his/her free act and deed, on the day and year last above written.

Mark K. Broyles
Notary Public
State of New York
My commission expires: 2/6/07

MARK K. BROYLES
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Feb. 6, 2007

KATHERINE F. MANNO

ACKNOWLEDGEMENT:

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, before me personally came _____ to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his/her free act and deed, on the day and year last above written.

Notary Public
State of _____
My commission expires: _____

KLEEN BRIE PROPERTIES, INC

By: D. James Manno
Name: D. James Manno
Title: Treas

ACKNOWLEDGEMENT:

STATE OF New York)
COUNTY OF Monroe) SS

On this 28th day of March, 2003, before me personally came D. James Manno to me known, who being by me duly sworn did depose and say that he is an officer of Kleen Brie Properties, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Mark K. Broyles
Notary Public
State of New York
My commission expires: 2/6/07

MARK K. BROYLES
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Feb. 6, 2007

U.S. BANK NATIONAL ASSOCIATION

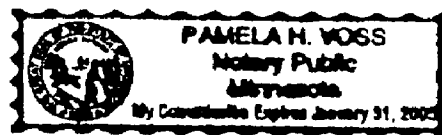
By: Kent M Wheelock
Name: KENT M WHEELLOCK
Title: V. P.

ACKNOWLEDGEMENT:

STATE OF Minnesota)
COUNTY OF Hennepin) SS

On this 9 day of April, 2003, before me personally came Kent M Wheelock to me known, who being by me duly sworn did depose and say that he is an officer of U.S. Bank National Association. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Pamela H. Voss
Notary Public
State of Minn
My commission expires: 1/31/05



JENNICO2, INC.

By: JENNICO2 INC
Name: St. 04
Title: president

ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____) ss

On this ____ day of _____, 2003, before me personally came _____ to me known, who being by me duly sworn did depose and say that he is an officer of Jennico2, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
State of _____
My commission expires: _____