

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Sweepers Ltd.		10/26/2009	Limited Company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Tennant Company		
Street Address:	701 North Lilac Drive		
Internal Address:	Attn: Laura L Bjorklund		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55422		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77640787	CLOUDMAKER	
Serial Number:	77640837	GREEN MACHINES FROM TENNANT COMPANY	
Registration Number:	2101161		
CORRESPONDENCE DATA			
Fax Number:	(952)540-1616		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	763-540-1341		
Email:	Laura.Bjorklund@tennantco.com		
Correspondent Name:	Tennant Company		
Address Line 1:	701 North Lilac Drive		
Address Line 2:	Attn: Laura L Bjorklund		
Address Line 4:	Golden Valley, MINNESOTA 55422		
NAME OF SUBMITTER:	Laura L Bjorklund		

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**TRADEMARK
 REEL: 004118 FRAME: 0058**

Signature:	/Laura L Bjorklund/
Date:	12/21/2009
Total Attachments: 7 source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page1.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page2.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page3.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page4.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page5.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page6.tif source=TCO-ASL_Asset_Purchase_Agreement_(Trademarks) 26oct09#page7.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made between Applied Sweepers Limited, a private limited company organized under the laws of Scotland ("Seller"), and Tennant Company, a corporation organized under the laws of the State of Minnesota ("Buyer").

Article I Assets and Excluded Assets

1.1 Assets. Seller hereby sells, conveys, assigns, and transfers to Buyer, free and clear of all liens, claims, and encumbrances, the following rights and assets of Seller (the "Assets") as listed on Schedule A:

(a) Tradenames, including all Trademarks listed on Schedule B

1.2 Excluded Assets. Except for the Assets set forth on Schedule A, Buyer shall not acquire any other assets, nor assume any liabilities or obligations of Seller.

Article II Purchase Price

2.1 Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be the fair market value of the assets as set forth on Schedule A and shall be delivered to Seller within the time allotted below in Article 3.2(b).

Article III Effective Date and Deliveries

3.1 Effective Date. In accordance with the wishes of both Buyer and Seller, the effective date of this transaction shall be 5 October 2009 (the "Effective Date"), the date upon which the substance of the transaction was approved by Buyer and Seller. Buyer and Seller understand that this agreement may not be formally executed on that date due to various administrative delays, but that such delays shall have not alter the Effective Date.

3.2 Closing Deliveries. On the Effective Date, Seller and Buyer shall make the following deliveries:

- (a) Seller shall deliver a Bill of Sale, Assignment, certificates of title, or any other instruments of conveyance reasonably requested by Buyer.
- (b) Buyer shall deliver the Purchase Price within 60 days of the Effective Date.

Article IV
Representations and Warranties of Seller

4.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

- (a) Seller is duly incorporated under the laws of the Country of Scotland. Seller has the full power and authority to enter into this Agreement and perform the transactions provided for herein. The execution of this Agreement and the performance of the transactions provided for herein have received all necessary corporate approvals and consents and will not violate or constitute a default under any provision of its foundation documents.
- (b) Seller has good title to the Assets, free and clear of all pledges, liens, conditional sales contracts, encumbrances, security interests, or chattel mortgages. The instruments of transfer and assignment contemplated by this Agreement are sufficient to transfer good title to the Assets to Buyer.

Article V
Representations and Warranties of Buyer

5.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

- (a) Buyer is duly incorporated under the laws of Minnesota. Buyer has the full power and authority to enter into this Agreement and perform the transactions provided for herein. The execution of this Agreement and the performance of the transactions provided for herein have received all necessary corporate approvals and consents and will not violate or constitute a default under any provision of its foundation agreements.
- (b) Buyer is relying on his personal knowledge of the business of Seller in connection with this Agreement, and is not relying on any representation or warranty or information from Seller, other than the representations and warranties set forth in this Agreement.

Article VI
Miscellaneous

6.1 Assignment of Intellectual Property. Buyer and Seller hereby agree to execute an assignment of trademarks, utilizing the form attached to this agreement as Exhibit C, or a substantially similar form as the parties may determine at the time of such execution.

6.2 Mutual Assistance. At any time, and from time to time, after the date hereof Seller and Buyer shall, upon the request of the other, execute, acknowledge, and deliver all such further and other assurances and documents and will take such action consistent with the terms of this Agreement as may be reasonably requested to carry out the transaction contemplated herein and to permit each party to enjoy its rights and benefits hereunder.

6.3 Entire Agreement. This Agreement constitutes the sole agreement between Seller and Buyer regarding the subject matter hereof and correctly sets forth their obligations to each other as of its date. Any modification of this Agreement shall be ineffective unless it is in writing and signed by both parties. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.

6.4 Counterparts and Signature Pages. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party may deliver an executed copy of this Agreement (and an executed copy of any documents contemplated by this Agreement) by electronic signature (including facsimile or scanned email) to the other party, and such delivery will have the same force and effect as any other delivery of a manually signed copy of this Agreement (or such other document).

6.5 Expenses. Each party will pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

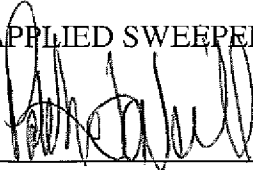
6.6 Governing Law. This Agreement is governed by and construed in accordance with and subject to the laws of Minnesota, without regard to any choice or conflict of law provisions or rule of any jurisdiction.

6.7 Severability. In the event that any provision of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions of this agreement.

[Signature Page to Follow]

The parties have executed this Agreement effective as of the date first written above.

SELLER: APPLIED SWEEPERS LIMITED

By 

Name: Patrick O'Neill

Title: Director

Date: 10/26/2009

BUYER: TENNANT COMPANY

By 

Name: Thomas Paulsen

Title: V.P. - CF

Date: 10/26/09

Schedule A

The following property is to be transferred at the prices stated

Property	Price
Tradenames, including all Trademarks listed on Schedule B	£376,317 (US\$ 600,000)

Schedule B

The following trademarks are to be transferred pursuant to this agreement

TRADEMARK APPLICATIONS

Country	Trademark	Application Number	Date Filed
United States	CLOUDMAKER	77/640787	12/29/2008
United States	GREEN MACHINES FROM TENNANT COMPANY	77/640837	12/29/2008

TRADEMARK REGISTRATIONS

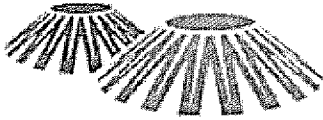
Country	Trademark	Registration Number	Date Filed	Date Registered
United States	 2 Brush Design	2101161	7/10/1996	9/30/1997

Exhibit C

TRADEMARK ASSIGNMENT

WHEREAS, **Applied Sweepers Limited**, a Scottish Limited Company, having offices at Castle Laurie Works, Bankside Bainsford, Falkirk, FK2 7XE, Scotland (**hereinafter "Assignor"**), is the owner of certain trademarks listed on Exhibit 1 hereto (hereinafter "the Marks"); and

WHEREAS, **Tennant Company**, a Minnesota Corporation, having offices at 702 N. Lilac Dr., Minneapolis, MN, 55440, United States (**hereinafter "Assignee"**), is desirous of acquiring the Marks thereof and the goodwill of the business associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks together with the goodwill of the business associated therewith in the United States. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing. Assignor agrees to execute any additional documents presented to Assignor by Assignee which are or may be reasonably necessary to evidence or perfect the assignment, including those reasonably necessary to effectuate the recordation of the assignment.

This assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

Effective: October 5, 2009

APPLIED SWEEPERS LIMITED

By: _____
Print Name: _____
Print Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2009, before me appeared _____ of APPLIED SWEEPERS LIMITED, the person who signed this instrument, who acknowledged that s/he signed it as a free act on behalf of said company with authority to do so.

Notary Public