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
Hoover, Inc.		05/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nutek, LLC
Street Address:	2779 SOM Center Road
City:	Hunting Valley
State/Country:	OHIO
Postal Code:	44022
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3982145	GAS OFF
Serial Number:	85589369	TIDY PANTZ
Serial Number:	85601507	NANOVASIVE

OP $90.00 3982145

CORRESPONDENCE DATA

Fax Number: 2163634588

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 216.363.4466
Email: trademark@beneschlaw.com
Correspondent Name: Julie R. Fenstermaker
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34867-2 ($90)
NAME OF SUBMITTER:	Julie R. Fenstermaker

Signature:	/Julie R. Fenstermaker/
Date:	07/16/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "***Trademark Assignment***"), effective the 29th day of May, 2012, is made and entered into by and between Hoover, Inc., a Delaware corporation ("***Assignor***"), and Nutek, LLC, an Ohio limited liability company (the "***Assignee***").

WHEREAS, Assignor owns certain rights, title and interests in and to the trademarks, trademark applications and trademark registration identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the "***Marks***");

WHEREAS, this Trademark Assignment is made on and subject to the terms of that certain Settlement Agreement dated as of May 18, 2012 between Assignor and Assignee, among other parties (the "***Agreement***"), pursuant to which Assignor will transfer to Assignee certain specific assets of Assignor, including the Marks; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and quitclaims to Assignee, without representation or warranty by or recourse against Assignor of any kind (other than as expressly set forth in the Agreement), all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, including, without limitation, all registrations and applications therefor, all rights that have accrued under common law, all renewals and extensions of the registration and all corresponding rights that are or may be secured under the laws of the United States for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution and other violation of the foregoing, and all rights to recover damages, including lost profits, due or accrued, or receive injunctive relief in connection therewith, and all rights corresponding thereto worldwide.

2. This Trademark Assignment is made on and subject to the terms, conditions, restrictions and limitations of the Agreement, all of which are incorporated into and made a part of this Trademark Assignment as though set forth herein. Nothing in this Trademark Assignment, express or implied, is intended or will be construed to increase, expand, defeat, impair or limit in any way the rights, interests, obligations, duties, claims or remedies of Assignor or Assignee as set forth in the Agreement. Except as otherwise provided in the Agreement, this Trademark Assignment sets forth the parties' entire understanding with respect to the subject matter hereof.

3. Assignee may elect to record this Trademark Assignment with any trademark office, including the USPTO, and all costs and fees in connection with recording this Trademark Assignment shall be paid at the sole expense of the Assignee.

4. If necessary, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment, at Assignee's sole cost and expense.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without regard to the conflicts-of-law principles of such State.

6. The attached Agreement to Be Jointly and Severally Responsible for Obligations of Assignee, executed by Cathy Horton, is incorporated herein and made a part hereof as though fully set forth in this Trademark Assignment (the "***Joint Undertaking***"); *provided, however*, in the event of an assignment by Assignee to a bona fide third party purchaser, Horton shall not thereafter be responsible or liable for the performance of the assignor as successor-Assignee hereunder but Horton shall thereafter remain responsible for all obligations that arose prior to the effective time of such assignment, all in accordance with the terms of the Joint Undertaking.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

HOOVER, INC.

By: _____
Name: MARY SCHOENING
Title: SECRETARY

NUTEK, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

HOOVER, INC.

By:_____
Name:
Title:

NUTEK, LLC

By: _____
Name: Cathy Horton
Title: CEO

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Serial No. Registration No.	Filing Date Registration Date	Status	Goods/Services
GAS OFF	77/839042 3982145	October 1, 2009 June 21, 2011	Registered	"disposable wipes impregnated with cleaning compounds for general purpose, sporting equipment, household, office, commercial, automotive and industrial use; hand cleaning preparations" in Int. Cl. 3
TIDY PANTZ	85/008264	April 7, 2010	Abandoned	"Cleaning preparations" in Int. Cl. 3
TIDY PANTZ	Application No. 85589369		Application pending	"Cleaning preparations; stain removers; laundry detergent; wipes impregnated with a cleaning preparation" in Int. Cl. 3
GAS OFF & Design (Canada)	1475962	March 31, 2010	allowed	Disposable wipes impregnated with cleaning compounds for general purpose, sporting equipment, household, office, commercial, automotive, and industrial use; household cleaning preparations.
NANOVASIVE	Intent to Use Application No. 85/601,507	March 18, 2012	Pending	Class 3 for "Cleaning Preparations"; Application also includes Class 4 "Lubricants" which will need to be withdrawn from the Intent to Use Application by the Hoover Parties