

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Clements National Company

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Illinois
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/03/2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Blowers, LLC

Street Address: 835 Industrial Drive

City: Elmhurst

State: Illinois

Country: U.S. Zip: 60126

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

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

A. Trademark Application No.(s) _____ Text _____

Identification or description of the Trademark.

B. Trademark Registration No.(s) _____

4041987 and 1424592 and 1935114

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Dennis A. Gross

Internal Address: Suite 250

Street Address: 1925 West Field Court

City: Lake Forest

State: IL

Zip: 60045

Phone Number: 847-509-0250

Docket Number: CLR12284

Email Address: clarson@hillfirm.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 50-1799

Authorized User Name Dennis A. Gross

9. Signature:

Signature

Dennis A. Gross

Name of Person Signing

08/14/2012

Date

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into and effective as of the 3rd day of August, 2012, between the parties hereto, who in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. PARTIES

- 1.1 Clements National Company, ("Clements"), a Delaware corporation having a principal place of business at 2150 W. Parkes Drive, Broadview, IL 60153-6038.
- 1.2 Blowers, LLC ("Blowers"), a Delaware limited liability company having a principal place of business at 835 Industrial Dr., Elmhurst, IL 60126.

2. BACKGROUND

- 2.1 Clements owns the trademarks identified on Schedule A to this Agreement (the "Assigned Marks"), and the registrations thereof listed with the country trademark registries of the United States, Canada and Switzerland, and wishes to assign the Assigned Marks to Blowers.
- 2.2 Clements owns the trademark identified on Schedule B to this Agreement (the "Retained Marks" and collectively with the Assigned Marks, the "Marks"), and the registrations thereof listed with the country trademark registries of the United States and Canada and will retain ownership of the Retained Marks.
- 2.3 Clements owns the patents identified on Schedule C to this Agreement (the "Assigned Patents" and, together with the Assigned Marks, the "Assigned Intellectual Property"), and the registrations thereof listed with the United States Patent and Trademark Office, and wishes to assign the Assigned Patents to Blowers.
- 2.4 Clements and Blowers desire to enter into this Agreement to (a) assign the Assigned Marks to Blowers, (b) assign the Assigned Patents to Blowers, (c) clarify their respective rights and obligations in connection with the Assigned Marks and Assigned Patents and (d) provide for the other agreements and covenants set forth in this Agreement.

3. ASSIGNMENT

- 3.1 In consideration of the premises set forth in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Clements hereby sells, assigns and transfers to Blowers pursuant to this Agreement the entire right, title and interest in, to and under the Assigned Intellectual Property set forth on Schedule A and Schedule C, together with the goodwill of the business in connection with which the Assigned Intellectual Property are used in the United States and throughout the world, and all registrations of and applications to register the Assigned Intellectual Property, for Blowers' own use and enjoyment, and for the use and enjoyment of Blowers' successors, assigns, licensees or other legal representatives as fully and entirely as the same would have been held and enjoyed by

Clements if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives.

3.2 Blowers hereby acknowledges and consents to the assignment by Clements to Blowers of all of the right, title and interest in the Assigned Intellectual Property, pursuant to this Agreement.

3.3 Clements shall provide Blowers, its successors, assigns, licensees or other legal representatives, cooperation and assistance at Blowers' expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Intellectual Property anywhere in the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Assigned Intellectual Property anywhere in the world, including, but not limited to, testifying as to any facts relating to the Assigned Intellectual Property and this Agreement; and

(c) in the implementation or perfection of this assignment.

4. **COVENANT NOT TO SUE; COEXISTENCE**

4.1 Clements covenants not to sue for infringement, object to, oppose, or challenge Blowers or any of its Subsidiaries, assignees, licensees or other legal representatives use, ownership, validity, application to register, and/or registration of the Assigned Intellectual Property solely in connection with Air Products.

4.2 Blowers covenants not to sue for infringement, object to, oppose, or challenge Clements or any of its Subsidiaries, assignees, licensees or other legal representatives use, ownership, validity, application to register, and/or registration of the Retained Marks unless such use by Clements is solely in connection with Air Products.

5. **OWNERSHIP AND REGISTRATION OF MARKS**

5.1 Blowers acknowledges the great value of the goodwill associated with the Retained Marks. Blowers acknowledges and agrees that:

(a) Clements owns the Retained Marks;

(b) Clements owns all rights and goodwill pertaining to the Retained Marks;

(c) Blowers shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to use the Assigned Marks other than in connection with the sale, offer for sale, manufacture, import, export, advertisement, promotion, marketing or other use of Air Products;

(d) Blowers shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to, at any time apply to register or maintain any application or registration of the Retained Marks or any derivative thereof, or any mark confusingly similar to the Retained Marks, in any jurisdiction, domestic or foreign for use other than the Assigned Marks in connection with the sale, offer for sale, manufacture, import, export, advertisement, promotion, marketing or other use of any Air Products; and

(e) Blowers shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to, challenge, or to assist in any challenge of the validity of the Retained Marks or any derivative thereof, any registration (or application for registration) of the Retained Marks or any derivative thereof, or Clements's ownership of the Retained Marks or any derivative thereof.

5.2 Clements acknowledges the great value of the goodwill associated with the Assigned Intellectual Property in connection with Air Products. Clements acknowledges and agrees that:

(a) pursuant to this Agreement, Blowers shall own the Assigned Intellectual Property;

(b) all rights in the Assigned Intellectual Property and goodwill pertaining thereto belong to Blowers;

(c) Clements shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to use the Retained Marks in connection with the sale, offer for sale, manufacture, import, export, advertisement, promotion, marketing or other use of any Air Products;

(d) Clements shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to, at any time apply to register or maintain any application or registration of any of the Assigned Marks, or any mark confusingly similar to any of the Assigned Marks, in any jurisdiction, domestic or foreign for use in connection with the sale, offer for sale, manufacture, import, export, advertisement, promotion, marketing or other use of any Air Products; and

(e) Clements shall not, and shall cause its Subsidiaries, assignees, licensees or other legal representatives not to, challenge, or to assist in any challenge, of the validity of the Assigned Intellectual Property, any registration (or application for registration) of the Assigned Intellectual Property, or Blowers' ownership of the Assigned Intellectual Property.

6. URL REDIRECTION

6.1 The parties acknowledge that Clements owns and shall continue to own the internet address www.cadillacproducts.com which currently is used to market and sell Air Products and

Connector Products. Clements agrees that during the six month period ending February 3, 2013 it will cause the www.cadillacproducts.com website to contain a prominently displayed link on the main landing page that will redirect website visitors interested in Air Products to Blowers' Internet address www.blowersinc.com.

7. CERTAIN DEFINITIONS

- 7.1 "Air Products" means industrial air moving equipment, including air suction machines; conveying system equipment, namely blowers; electric vacuum cleaners; electric vacuum cleaners and their components; and vacuum cleaners for industrial purposes; recirculating sandblaster; and seam welding machine for thermoplastic material and ancillary products.
- 7.2 "Connector Products" means connectors for the transportation, marine, oil and gas, and industrial markets and ancillary products such as control boxes, modular boxes and similar products.
- 7.3 "Subsidiaries" means any entity of which more than 50% of the outstanding shares or equity is directly or indirectly owned or controlled by Clements or Blowers, as the case may be, now or hereafter.

8. GENERAL PROVISIONS

- 8.1 This Agreement and all matters arising out of or relating hereto, including but not limited to its validity, construction and interpretation, will be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 8.2 Any failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that party's rights therein.
- 8.3 This Agreement may not be altered, amended or modified, nor may any of its provisions be waived, except by a written agreement executed by an authorized officer or agent of Blowers and Clements. No approval, permission or consent by either party to this Agreement shall have any effect unless it is made in writing by an authorized representative of such party.
- 8.4 The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.
- 8.5 All notices or demands required to be made or permitted under this Agreement shall be in writing and shall be deemed served when deposited in registered or certified U.S. mail or with an air mail courier (e.g., DHL or Federal Express), with all postage prepaid, addressed as follows:

To Clements: Clements National Company
2150 W. Parkes Drive
Broadview, IL 60153-6038
Attention:
Facsimile No.:
Email:

To Blowers: Blowers, LLC
c/o Reginald W. Barrett
835 Industrial Dr.
Elmhurst, IL 60126
Facsimile No.:
Email: rbarrett@nslights.com

or to such other person or address as the party to receive notice may specify by notice to the other party.

- 8.6 Each party agrees that it will execute such documents and take such actions as may be necessary to fully effectuate and carry out the terms and purposes of this Agreement.
- 8.7 This Agreement is executed by the parties in duplicate originals, each of which shall be deemed an original.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate originals as of the day and year first written above.

CLEMENTS

BLOWERS

CLEMENTS NATIONAL COMPANY


BLOWERS, LLC


By: Reginald W. Barrett
Name: Reginald W. Barrett
Title: President

By: Sabit Inan
Name: Sabit Inan
Title: Chairman

(Signature Page to Intellectual Property Assignment Agreement)

SCHEDULE A**Assigned Marks**

Mark	Application Serial No.	Registration No.	Country	Date of Registration	Goods and/or Services
CADILLAC	85273255	4041987	United States	October 18, 2011	International Class 007: Air suction machines; conveying system equipment, namely, blowers; electric vacuum cleaners; electric vacuum cleaners and their components; vacuum cleaners for industrial purposes.
	73574442	1424592	United States	January 13, 1987	International Class 007: Recirculating sandblaster.
CADILLAC	74570051	1935114	United States	November 14, 1995	International Class 007: Seam welding machine for thermoplastic material
Poly-Wedge	75279355	2169357	United States	June 30, 1998	International Class 007: Hot wedge membrane welding machine.
CADILLAC	0598960	TMA380221	Canada	February 22, 1991	Vacuum cleaners, blowers, suction apparatus for cleaning, ventilating, and aerating, and parts thereof.

	05705/1985	P-342048	Switzerland	September 9., 1985	International Classes 9, 11: Aspirateurs de poussière, souffleurs, appareils de suction pour nettoyage, ventilation et aérage et leurs parties.
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SCHEDULE C**Assigned Patents**

Registration No.	Application No.	Country	Filed	Goods and/or Services
6,149,762	09/114,669	United States	July 13, 1998	International Class: B29C 65/10 (20060101); B29C 65/20 (20060101); B29C 65/18 (20060101); B32B 031/00: Welding nozzle for welding machine for thermoplastic material.
4,646,482	06/796,713	United States	November 12, 1985	International Class B24C 3/00 (20060101); B24C 3/06 (20060101); B24C 009/00: Recirculating sandblasting machine.
4,855,004	07/066,522	United States	June 26, 1987	International Class B29C 65/10 (20060101); B29C 65/78 (20060101); B32B 031/08; B32B 031/12; B32B 031/26 : Seam welding machine for thermoplastic material.