

## 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
J. F. Daley International Limited		10/03/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Nalley Living Trust		
Street Address:	P.O. Box 514		
City:	Jackson		
State/Country:	WYOMING		
Postal Code:	83001		
Entity Type:	TRUST: WYOMING		
Composed Of:	<ul style="list-style-type: none"> <li>David Nalley, UNITED STATES, INDIVIDUAL</li> </ul>		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3213297	STEAM WAY	
Registration Number:	4114273	STEAM WAY	
Registration Number:	4111351	STEAM WAY	
Registration Number:	1409198	STEAM WAY	
CORRESPONDENCE DATA			
Fax Number:	3033331470		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3033333010		
Email:	tombirney@patnet.com		
Correspondent Name:	Thomas S. Birney		
Address Line 1:	5299 DTC Blvd., Suite 340		
Address Line 4:	Greenwood Village, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	2031/22		

NAME OF SUBMITTER:	Thomas S. Birney
Signature:	/Thomas S. Birney/
Date:	11/07/2013
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), entered into as of this last date signed by the Parties below ("Effective Date") is by and between J.F. Daley International Limited, an Illinois Corporation with a business address at 1240 Switzer Ave., St. Louis, Mo. 63147 ("Assignor"), and the Nalley Living Trust with an address at P.O. Box 514, Jackson WY, 83001 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the STEAM WAY trademarks, service marks, and logos, including, without limitation, all U.S. applications and registrations therefor, including the registrations identified in Exhibit A, together with any and all of the goodwill of the business symbolized by and associated therewith (the "Marks");

WHEREAS, Assignee desires to acquire the Marks, and the goodwill of the business associated with the Marks.

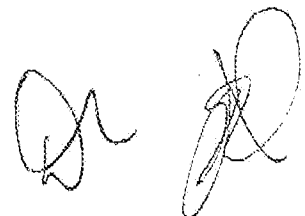
NOW, THEREFORE, for good and valuable consideration, as set forth herein, the receipt of which is hereby acknowledged, and intending to be legally bound, it is hereby agreed by and between the parties that:

1. Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business in connection with and symbolized by the Marks; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

2. Assignor agrees to execute and deliver the attached Trademark Assignment for Assignee to record with the United States Patent and Trademark Office ("USPTO"). Assignor hereby authorizes the USPTO to record Assignee as the owner of the Marks, including any renewals and extensions thereof, and to issue any and all trademark registrations thereon to Assignee, as owner of the entire right, title and interest in, to and under the same. Assignee shall handle any recordations with the USPTO or other government offices to reflect the change in title for ownership of the Marks. Any such recordations shall be at Assignee's own cost.

3. In consideration of the assignment of the Marks, together with the goodwill of the business symbolized thereby, Assignee shall pay Assignor fifteen thousand dollars (\$15,000, US), upon execution of this Agreement.

4. Assignor represents and warrants that: (a) Assignor has the full authority to enter into and fully perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by Assignor does not conflict with any other agreement to which Assignor is a party and/or by which Assignor is bound; (c) Assignor shall not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement; and (d) Assignor shall comply with all laws and regulations applicable to its activities in furtherance of this Agreement.



5. The Parties agree to keep strictly confidential the terms of this Agreement, including the amount of consideration therefor, and the Parties will not disclose such confidential information, except to the extent required by law or, in strict confidence, to parties' accountants and/or attorneys.

6. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each party.

7. Any notice permitted or required under this Agreement shall be in writing and shall be given or made by certified or registered mail, or by overnight courier addressed to the respective parties as follows:

For Assignee

Mr. David Nalley  
P.O. Box 514  
Jackson, WY 83001

For Assignor

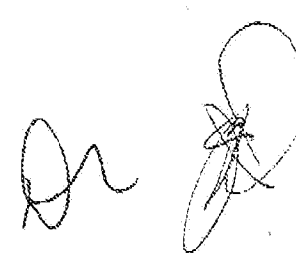
Mr. John F. (Jack) Daley  
J.F Daley International Limited  
1240 Switzer Avenue  
St. Louis, Mo. 63147

Such notice or demand shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail. The address for notice may be changed at any time by giving thirty (30) days prior written notice as above provided.

8. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri without reference to choice of law principles.

9. This Agreement shall be binding on and inure to the benefit of parties and their legal heirs, successors, and assigns.

10. This instrument may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts shall together constitute one and the same instrument.



J.F. DALEY INTERNATIONAL LIMITED

Date: 10/3/13

By: 

Name: John F. Daley  
Title: President

Date: 10-3-13

By:  - Trustee

Name: David Nalley  
Title: Trustee

## EXHIBIT A

## Transferred Marks

Mark	Reg. No.	Reg. Date	International Class and Goods
STEAM WAY	3,213,297	Feb. 27, 2007	Class 3: liquid cleaning concentrate for use in the cleaning, conditioning, and restoring of carpets, upholstery, and flooring
STEAM WAY	4,114,273	March 20, 2012	Class 3: carpet cleaning preparations; liquid cleaning concentrate for use in the cleaning, conditioning, and restoring of carpets, upholstery, and flooring
STEAM WAY	4,111,351	March 13, 2012	Class 7: carpet cleaning machines and parts therefor; heavy duty industrial type combined saturated steam and vacuum cleaners for cleaning carpeting, rugs, and upholstered furnishings
STEAM WAY	1,409,198	September 16, 1986	Class 7: heavy duty industrial type combined saturated steam and vacuum cleaners for cleaning rugs, carpeting, upholstered furnishings and the like, and component parts therefor

Handwritten signature and initials, possibly 'JL' and a large circular mark.