

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nilfisk-Advance, Inc.		12/03/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Amano Pioneer Eclipse Corporation		
Street Address:	140 Harrison Avenue		
City:	Roseland		
State/Country:	NEW JERSEY		
Postal Code:	07068		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1881870	EZ-8	
CORRESPONDENCE DATA			
Fax Number:	6126428385		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-672-8385		
Email:	debra.dix@maslon.com		
Correspondent Name:	Eran Kahana		
Address Line 1:	90 South 7th Street, Suite 3300		
Address Line 2:	Maslon Law Firm		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	AMANO		
NAME OF SUBMITTER:	Jeff Barna		
SIGNATURE:	/Jeff Barna/		
DATE SIGNED:	12/31/2014		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of October __, 2014, by and between Nilfisk-Advance, Inc., a Minnesota corporation ("Assignor"), and Amano Pioneer Eclipse Corporation, a North Carolina corporation, 140 Harrison Avenue, Roseland, New Jersey 07068 ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor is the exclusive owner of a certain trademark as described on Schedule 1 attached hereto (the "Trademark"); and

WHEREAS, pursuant to the Asset Purchase Agreement by and between Assignor and Assignee, dated as of February 19, 2014, Assignee desires to acquire the entire right, title and interest in and to the Trademark and Assignor desires to assign the entire right, title and interest in and to the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the exclusive and entire right, title and interest in and to the Trademark; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.
2. Protection and Enforcement. Assignor irrevocably designates and appoints each of the officers of Assignee as Assignee's agent and attorney-in-fact, to act for and in Assignee's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademark with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademark, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor shall agree not to exercise such rights, and to grant to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Trademark without any obligation of attribution, royalty, fee or consent. Assignor represents and warrants that Assignor will not take any action that jeopardizes Assignee's intellectual property rights or that is acquiring or retaining any right in or to the Trademark.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the unencumbered right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) The Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement judgment or order inconsistent with the terms of this Agreement.


4. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Minnesota, United States, without regard to conflicts-of-law principles that would require the application of any other law. The Parties hereto agree to submit to the exclusive jurisdiction of the courts sitting in Hennepin County, Minnesota. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademark. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

Signature Page follows

IN WITNESS WHEREOF, the undersigned has signed this Assignment as of the date first set forth above.

ASSIGNOR:

NILFISK-ADVANCE, INC.

By: 
Jeff Barna
Title: President 120314

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

AMANO PIONEER ECLIPSE CORPORATION

By:  12/14/14
Tom Benton, President & Chief Executive Officer

SCHEDULE 1

Description of Trademark*

TRADEMARK:

1. EZ-8: Serial Number 74511936; Registration No. 1881870

*Trademark shall also include any and all of Assignor's know-how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with the Trademark described above.