# CH \$290.00 419690

ETAS ID: TM338130

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intellibot Robotics, LLC		03/18/2015	LIMITED LIABILITY COMPANY: OREGON

#### **RECEIVING PARTY DATA**

Name:	Diversey, Inc.		
Street Address:	8215 Forest Point Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	CORPORATION: DELAWARE		

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4196907	AEROBOT
Registration Number:	4196908	DUOBOT
Registration Number:	4193043	G10 TECHNOLOGY
Registration Number:	4257577	HYDROBOT
Registration Number:	3057794	INTELLIBOT
Registration Number:	4460373	HANDS-FREE CLEANING
Registration Number:	4563282	ECO SAVE
Registration Number:	4551752	HYDRO17
Serial Number:	86031280	INTELLI-TRAK
Serial Number:	86316569	INTELLI-MAP
Serial Number:	86113804	ECO SAVE

#### **CORRESPONDENCE DATA**

**Fax Number:** 8644332831

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.

**Phone:** 864-433-3699

**Email:** trademarks@sealedair.com

Correspondent Name: Ashley D. Wilson

**Address Line 1:** 200 Riverfront Boulevard

REEL: 005497 FRAME: 0314

TRADEMARK

Address Line 4: Elmwood Park, NEW JERSEY 07407				
NAME OF SUBMITTER:	Elizabeth McClintock			
SIGNATURE:	/elizabethmcclintock/			
DATE SIGNED:	04/14/2015			
Total Attachments: 6				
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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of March 18, 2015, by Intellibot Robotics, LLC, an Oregon limited liability company ("Assignor"), and Diversey, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of March 18, 2015 by and among Assignor, Assignee, Axxon Robotics, LLC, an Oregon limited liability company, and Henry Hillman (the "Purchase Agreement"). Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale by Assignor to Assignee of the Assets, including the Trademarks. This Assignment is made and delivered in accordance with the Purchase Agreement to assure the transfer by Assignor to Assignee of the Trademarks, including, without limitation, the registered trademarks and pending trademark applications listed on the attached Exhibit A for the United States and attached Exhibit B for Australia, Canada, European Union, New Zealand and Singapore (collectively, the "Acquired Trademarks") without derogating in any way from any separate instruments of transfer that may be delivered by Assignor to Assignee concerning any of the Assets.

Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee's successors and assigns, all of Assignor's worldwide rights, title and interest in, to and under the Acquired Trademarks, together with their common law rights, goodwill and the business associated with the Acquired Trademarks, and registrations thereof and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute and deliver to Assignee (at Assignee's sole expense), promptly upon request, any additional documents and perform such additional acts that Assignee may determine are necessary or desirable to record or perfect Assignee's interest in, ownership of or title to the Acquired Trademarks, to clear any encumbrances on the Acquired Trademarks or otherwise give full effect to the purposes of this Assignment.

Assignor authorizes and requests any official in the countries or registering organizations listed on the attached Exhibits A and B whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Acquired Trademarks.

This Assignment is intended to evidence and effect the transfer by Assignor to Assignee of the Acquired Trademarks. This Assignment is made without representation and warranty except as provided in or pursuant to the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to

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supersede, limit or qualify any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement shall control.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflicts of laws, provisions or rules that would cause the application of laws of any jurisdiction other than the State of New York.

This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by and delivered to the other party. Delivery of an executed counterpart of this Assignment by facsimile or electronic transmission shall be effective to the fullest extent permitted by applicable Law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the date first written above.

"ASSIGNOR"

INTELLIBOT ROBOTICS, LLC

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the date first written above.

"ASSIGNOR"

INTELLIBOT ROBOTICS, LLC

By:\_\_\_\_\_\_
Printed:\_\_\_\_\_\_
Title:\_\_\_\_\_

"ASSIGNEE"

DIVERSEY, INC.

Printed: (AC)

Title: SIP4 (F)

[Signature Page to Trademark Assignment]

# EXHIBIT A

## **UNITED STATES**

# Registered United States Trademarks

Trademark:	Status	Registration #	Restr. Date
AEROBOT	Registered	4,196,907	28-Aug-12
DUOBOT	Registered	4,196,908	28-Aug-12
G10 TECHNOLOGY	Registered	4,193,043	21-Aug-12
HYDROBOT	Registered	4,257,577	11-Dec-12
INTELLIBOT	Registered	3,057,794	7-Feb-06
HANDS-FREE CLEANING	Registered	4,460,373	31-Dec-13
ECO SAVE and Design	Registered	4,563,282	8-Jul-14
HYDRO17 stylized	Registered	4,551,752	17-Jun-14

# **Pending United States Applications**

Trademark:	Status	Application #:	Filing Date:
INTELLI-TRAK	Pending	86/031,280	7-Aug-13
INTELLI-MAP	Pending	86/316,569	1-Oct-14
ECO SAVE stylized	Allowed	86/113,804	17-Jun-14

## EXHIBIT B

### INTERNATIONAL

# **Registered International Trademarks**

Trademark:	Registration #	Filing Date:	Country	Country	Country	Country
AEROBOT	1,219,820	9-Jun-14	New Zealand	Singapore	Australia	
DUOBOT	1,218,305	9-Jun-14	New Zealand	Singapore	Australia	
HYDROBOT	1,208,222	10-Dec-14	New Zealand	Singapore	Australia	
INTELLIBOT	1,219,818	9-Jun-14	New Zealand	Singapore	Australia	
INTELLI- TRAK	1,226,086	18-Aug-14	New Zealand	Singapore	Australia	Canada

## **Pending International Trademarks**

Trademark:	Country	Application or Registration #	Country	Application or Registration
AEROBOT	Canada	AN: 1680605		
DUOBOT	Canada	AN: 1680602		
HYDROBOT	Canada	AN: 1680601		
INTELLIBOT	Canada	AN: 1680600	European Comm	AN: 013186325

TRADEMARK REEL: 005497 FRAME: 0321

**RECORDED: 04/14/2015**