

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liquitec Industries, Inc.		04/01/2015	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GBAL Acquisition LLC		
<b>Street Address:</b>	Prudential Tower, 800 Boylston Street, 27th Floor		
<b>Internal Address:</b>	c/o Gordon Brothers Group, LLC		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02119		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3564396	LIQUITEC	
<b>Serial Number:</b>	86286544		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173784251		
<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>			
<b>Phone:</b>	617-345-9000		
<b>Email:</b>	jjustmann@hinckleyallen.com		
<b>Correspondent Name:</b>	Janet E. Justmann		
<b>Address Line 1:</b>	28 State Street		
<b>Address Line 2:</b>	c/o Hinckley Allen & Snyder LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	103000/0120918		
<b>NAME OF SUBMITTER:</b>	Janet E. Justmann		
<b>SIGNATURE:</b>	/Janet E. Justmann/		
<b>DATE SIGNED:</b>	05/04/2015		
<b>Total Attachments: 3</b>			
source=GBAL - Trademark Assignment (LiquiTec) - Executed # 1 53174759#page1.tif			
source=GBAL - Trademark Assignment (LiquiTec) - Executed # 1 53174759#page2.tif			

OP \$65.00 3564396



**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), dated April 1, 2015 is entered into by LIQUITEC INDUSTRIES, INC., a Wisconsin corporation with an address of 10218 North Port Washington Road, Mequon, Wisconsin 53092 (the "Assignor"), for the benefit of GBAL ACQUISITION, LLC, a Delaware limited liability company with an address c/o Gordon Brothers Group, LLC, Prudential Tower, 800 Boylston Street, 27<sup>th</sup> Floor, Boston, Massachusetts 02119 (the "Assignee"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of April 1, 2015 by and among the Assignee, the Assignor, AccuVal Associates, Inc., a Wisconsin corporation, Gordon Brothers Group, LLC, a Delaware limited liability company, and Richard E. Schmitt, an individual (the "Purchase Agreement").

**WITNESSETH:**

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor has agreed to sell, transfer, convey and assign to the Assignee, and the Assignee has agreed to purchase and acquire from Assignor, substantially all of the assets of the Assignor; and

**WHEREAS**, the Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark application and registration identified on Schedule A (the "Trademarks"), including the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. The Assignor hereby assigns to the Assignee Assignor's entire right, title and interest in and to the Trademarks and to: (i) any and all common law trademark, trade name and intellectual property rights, including rights of priority, in the Trademarks; (ii) the registration thereof; (iii) the application thereof; (iv) all goodwill symbolized by the Trademarks; and (v) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof.

**[SIGNATURE PAGE TO FOLLOW]**



**SCHEDULE A**

Trademark Application and Registrations in United States

**REGISTRATIONS**

<b>Mark</b>	<b>First Use</b>	<b>Registration Date</b>	<b>Registration #</b>	<b>Declaration of Use Due</b>	<b>Renewal Due</b>
LiquiTec	6/1/1988	1/20/2009	3564396		1/20/2019

**APPLICATION**

<b>Mark</b>	<b>Serial Number</b>
LiquiTec Arrowhead design	86286544

#53163761