

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENSON ENTERPRISES, INC.		01/20/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	FNA GROUP, INC.		
Street Address:	1825 GREEN LEAF AVENUE		
City:	ELK GROVE VILLAGE		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3145381	MAGNA BLAST	
Registration Number:	3145375	MAGNA BLAST TERMINATOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	elizabeth.burkhard@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	BOSTON, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	129414.00180		
NAME OF SUBMITTER:	LAURA O'BRIEN		
SIGNATURE:	/LAURA O'BRIEN/		
DATE SIGNED:	08/24/2015		
Total Attachments: 3			
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OP \$65.00 3145381

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**") is made and entered into as of the 12th day of January, 2015 (the "**Effective Date**"), by Benson Enterprises, Inc., a Tennessee corporation ("**Assignor**"), and FNA Group, Inc., an Illinois corporation with its principal place of business at 1825 Green Leaf Avenue, Elk Grove Village, Illinois 60007 ("**Assignee**") (individually, a "**Party**" and collectively, the "**Parties**").

WHEREAS, Assignor is the owner of the registered and unregistered trademarks, corresponding United States trademark applications and registrations, and domain names listed on Schedule A (collectively, the "**Trademark Properties**"), along with (i) all rights at common law associated with the Trademark Properties, (ii) the right to claim priority based on the filing date of said trademark applications under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes, (iii) all business associated with the Trademark Properties, and (iv) the good will of the business connected with the use of the Trademark Properties and symbolized thereby; and

WHEREAS, Assignor and Assignee entered into an agreement entitled Trademark Assignment and Sale of Designs and Inventory dated January 12th, (the "**Underlying Agreement**"), whereby Assignee acquired the assets of Assignor's business, including but not limited to the Trademark Properties; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all rights, title and interest in and to the Trademark Properties; and

WHEREAS, pursuant to the Underlying Agreement, Assignor is required to execute and deliver to Assignee this Trademark Assignment for recordation with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademark Properties, free and clear of all liens and other encumbrances, subject to and on the terms and conditions set forth in the Underlying Agreement, including (1) all trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the Trademark Properties, together with the goodwill of the business connected with the use of the Trademark Properties and symbolized by the Trademark Properties; and (2) all rights to causes of action and remedies related to the Trademark Properties including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and (3) any and all other rights and interests arising out of, in connection with, or in relation to the Trademark Properties, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor hereby requests the applicable domain name registrar to record Assignee as the assignee and owner of the Domains. The Parties shall use best efforts and mutual cooperation to apply to the registrar(s) for the Domains to transfer ownership to Assignee pursuant to the procedures set forth by such registrar that are currently in effect.

This Assignment shall be construed and interpreted in accordance with the laws of the State of Illinois without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BENSON ENTERPRISES, INC.

By: 

Name: NICK ROSE

Title: Owner

Date: 1-20-15

FNA GROUP, INC.

By: 

Name: Chris Alexander

Title: EVP FNA Group

Date: 1.12.15

SCHEDULE A

Registered Trademarks

Mark	Reg. No.	Reg. Date
MAGNA BLAST (design)	3145381	September 19, 2006
MAGNA BLAST TERMINATOR (design)	3145375	September 19, 2006

Common Law Trademarks

Mark	Goods/Services	Date of First Use
MAGNA BLAST	Multi-purpose high pressure washers	
MAGNA BLAST TERMINATOR	Multi-purpose high pressure washers	
MAGNA BLAST FORCE	Multi-purpose high pressure washers	9/1/2004
MAGNA BLAST HOT	Multi-purpose high pressure washers	9/1/2004
MAGNA BLASTER	Multi-purpose high pressure washers	
MAGNA BLAST TERMINATOR 4 WHEELER	Multi-purpose high pressure washers	

Domain Names

Domain Name	Expiration Date
www.magnumclean.com	04-02-2015