

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FNA IP HOLDINGS, INC.		11/25/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	FNA GROUP, INC.		
Street Address:	7152 99th Street		
City:	Pleasant Prairie		
State/Country:	WISCONSIN		
Postal Code:	53158		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2949782	ACCESSORY TOOLS FOR YOUR POWERWASHER	
Registration Number:	2086273	AUTOMATIC TOTAL STOP	
Registration Number:	3661342	CALIFORNIA KOMFORT	
Registration Number:	3958769	CLEAN MACHINE	
Registration Number:	3661366	CLEAN-A-BOUT	
Registration Number:	3206992	CLEANING CREW SERIES	
Registration Number:	3346249	CLICK-N-CLEAN	
Registration Number:	3564398	DELCO	
Registration Number:	4107938		
Serial Number:	86671496	DIAL-N-WASH	
Registration Number:	3086924	DIAL-N-WASH	
Registration Number:	3986408	ELECTRIC CLEAN MACHINE	
Registration Number:	3085406	FAIP	
Registration Number:	3223495	FLEXI-SQUEEGEE	
Registration Number:	3134532	H2O POWERWASHBROOM	
Registration Number:	3074778	HSDS HOME STORAGE DOCKING STATION	
Registration Number:	3066735	JUST CLEAN FUN	
Registration Number:	3145381	MAGNA BLAST	
Registration Number:	3145375	MAGNA BLAST TERMINATOR	

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Property Type	Number	Word Mark
Registration Number:	3218973	MULTI-TASKIT
Registration Number:	3447465	MY OWN BIZ IN A BOX
Registration Number:	2163594	POWER TRAC
Registration Number:	3946429	POWERBOOST
Registration Number:	3437366	POWERFOAM
Registration Number:	4089216	POWERSWIVEL
Registration Number:	4046566	POWERWASHER
Registration Number:	3986409	POWERWASHER ELECTRIC CLEAN MACHINE
Registration Number:	2469788	SIMPSON
Registration Number:	3142951	SMART TECH ON BOARD SELF DIAGNOSING SYST
Registration Number:	2738489	TASKMASTER
Registration Number:	2986543	THE WEEKENDER
Registration Number:	3393907	WATER BLASTER
Registration Number:	3990162	WATER SHOTGUN
Registration Number:	1672397	WATER SHOTGUN

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

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Correspondent Name: Holland & Knight LLP

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Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	129414.00002
NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/09/2015

Total Attachments: 10

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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (the "**Assignment**") is made and entered into as of the 25th day of November, 2015, by FNA IP Holdings, Inc., an Illinois corporation with a principal place of business at 7152 99th Street, Pleasant Prairie, Wisconsin 53158 ("**Assignor**"), and FNA Group, Inc., an Illinois corporation with a principal place of business at 7152 99th Street, Pleasant Prairie, Wisconsin 53158 ("**Assignee**") (individually, a "**Party**" and collectively, the "**Parties**").

WHEREAS, Assignor is the owner of (i) the trademarks and associated United States trademark registrations and pending trademark applications listed on Schedule A, along with (ii) the right to claim priority based on the filing date of said trademark application under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes, and (iii) all the goodwill of the business associated with the use of the Trademark Properties and symbolized thereby (the "**Trademark Properties**");

WHEREAS, Assignor is the owner of (i) all right, title and interest in and to the issued patents and patent applications identified in Schedule B appended hereto, including any and all United States and foreign patents, utility models, and design registrations granted for any inventions claimed therein or improvements thereto, including continuations, continuations-in-part and divisional applications, and (ii) the right to claim priority based on the filing date of said applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention and all other treaties of like purposes (collectively, the "**Patent Properties**");

WHEREAS, Assignor is a party to certain assignable outbound license agreements related to the Patent and Trademark Properties (the "**License Agreements**") and has certain rights and obligations pursuant to the License Agreements;

WHEREAS, Assignee, as an affiliate of Assignor engaged in the conduct of the business associated with the Patent and Trademark Properties, desires to acquire all right, title and interest in and to the Patent and Trademark Properties, and to assume all rights and obligations of Assignor under the assignable License Agreements, and Assignor desires to transfer to Assignee such License Agreements and all such right, title and interest in and to the Patent and Trademark Properties;


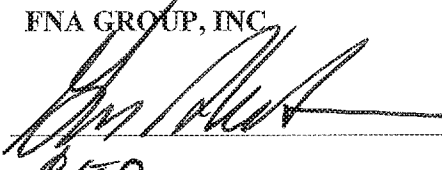
NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Acknowledgement of Assignee Activities.** The Parties acknowledge and agree that (i) Assignee has used the Patent and Trademark Properties in the conduct of its business with the permission of and under the control of Assignor, (ii) Assignee has maintained the Assignor's quality standards and preserved the goodwill associated with the Trademark Properties; and (iii) all goodwill of the business associated with the use of the Trademark Properties generated by Assignee in the conduct of its business has inured to the benefit of Assignor.
- 2. Assignment.** Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Patent and Trademark Properties, including without limitation (1) all trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the Trademark Properties, and the right to apply for any of the foregoing, together with the goodwill of the business associated with the use of the Trademark Properties and symbolized by the Trademark Properties; (2) all domestic and foreign patents and patent applications related to the Patent Properties, including divisions, continuations, continuations-in-

part, reexaminations, substitutions, reissues, extensions and renewals, and the right to apply for any of the foregoing; (3) all of Assignor's rights and obligations under the License Agreements, to the extent such rights and obligations are assignable; (4) all rights to causes of action and remedies related to the Patent and Trademark Properties and under the License Agreements 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 (5) any and all other rights and interests arising out of, in connection with, or in relation to the Patent and Trademark Properties, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

3. **Acceptance and Assumption.** Assignee hereby accepts the foregoing assignment of all rights and obligations under the License Agreements and agrees to assume, be bound by, and fully and faithfully perform and discharge each and every covenant, duty, obligation and term set forth in the License Agreements.
4. **Cooperation; Further Assistance.** Assignor shall assist Assignee, at Assignee's reasonable cost and expense (upon submission of supporting documentation), to an extent reasonably necessary to transfer title in and to the Patent and Trademark Properties or to enforce its rights in the Patent and Trademark Properties. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment. To the extent notice to or consent by the individual licensees is required by the License Agreements, Assignor agrees that it shall use commercially reasonable efforts to provide such notice and obtain such consent, without which the present assignment shall not be effective as to any License Agreement requiring such notice or consent.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

	FNA IP HOLDINGS, INC.		FNA GROUP, INC.
By:		By:	
Its:	CEO	Its:	CEO
Date:	11/25/15	Date:	11/25/15

SCHEDULE A

Trademarks

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
ACCESSORY TOOLS FOR YOUR POWER WASHER & Design	United States	78/188710	11/25/2002	2,949,782	5/10/2005
AUTOMATIC TOTAL STOP	Canada	1240413	12/13/2004	TMA650,699	10/18/2005
AUTOMATIC TOTAL STOP	United States	74/653018	3/27/1995	2,086,273	8/5/1997
CALIFORNIA KOMFORT	United States	77/148709	4/4/2007	3,661,342	7/28/2009
CLEAN MACHINE	United States	77/838400	9/30/2009	3,958,769	5/10/2011
CLEAN-A-BOUT	United States	77/172826	5/4/2007	3,661,366	7/28/2009
CLEANING CREW SERIES	United States	78/800683	1/27/2006	3,206,992	2/6/2007
CLICK-N-CLEAN	United States	78/931991	7/18/2006	3,346,249	11/27/2007
DELCO	United States	77/497750	6/12/2008	3,564,398	1/20/2009
Design (hurricane logo)	United States	85/317842	5/11/2011	4,107,938	3/6/2012
DIAL-N-WASH	United States	86/671496	6/23/2015		
DIAL-N-WASH	United States	78/665945	7/7/2005	3,086,924	4/25/2006
ELECTRIC CLEAN MACHINE	United States	77/837392	9/29/2009	3,986,408	6/28/2011
FAIP & design	United States	78/628396	5/12/2005	3,085,406	4/25/2006
FLEXI-SQUEEGEE	Canada	1278796	11/8/2005	TMA674,364	10/5/2006
FLEXI-SQUEEGEE	United States	78/684359	8/3/2005	3,223,495	3/27/2007
H2O POWER WASHBROOM & design	United States	78/645297	6/7/2005	3,134,532	8/22/2006
H2GO POWER CLEAN	European Community	4795017	12/20/2005	4795019	12/20/2005
H2GO POWER CLEAN	Mexico	758122	12/21/2005	948497	8/25/2006
H2GO POWER WASHBROOM	Canada	1278893	11/8/2005	TMA682,318	2/23/2007
HSDS HOME STORAGE DOCKING STATION & Design	United States	78/538673	12/27/2004	3,074,778	3/28/2016
JUST CLEAN FUN	United States	78/405957	4/21/2004	3,066,735	3/7/2006
MAGNA BLAST	United States	78/738257	10/21/2005	3,145,381	9/19/2006
MAGNA BLAST TERMINATOR	United States	78/738051	10/21/2005	3,145,375	9/19/2006
MULTI-TASKIT	United States	78/757326	11/18/2005	3,218,973	3/13/2007
MY OWN BIZ IN A BOX	United States	77/057886	12/6/2006	3,447,465	6/17/2008
POWER TRAC	United States	75/237210	2/6/1997	2,163,594	6/9/1998
POWERBOOST	United States	77/967119	3/24/2010	3,946,429	4/12/2011
POWERFOAM	United States	77/197100	6/4/2007	3,437,366	5/27/2008
POWERSWIVEL	United States	85/212609	1/7/2011	4,089,216	1/17/2012

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
POWERWASHER& Design	United States	85/106160	8/12/2010	4,046,566	10/25/2011
POWERWASHER ELECTRIC CLEAN MACHINE & Design	United States	77/837466	9/29/2009	3,986,409	6/28/2011
SIMPSON	United States	76/101175	8/1/2000	2,469,788	7/7/2001
SMART TECH ON BOARD SELF DIAGNOSING SYSTEM SMART...VERY SMART & Design	United States	78/367079	2/12/2004	3,142,951	9/12/2006
TASKMASTER	United States	76/339179	11/19/2001	2,738,489	7/15/2003
THE WEEKENDER	United States	78/405961	4/21/2004	2,986,543	8/16/2005
WATER BLASTER & Design	United States	77/001671	9/18/2006	3,393,907	3/11/2008
WATER SHOTGUN	United States	85/206401	12/28/2010	3,990,162	7/5/2011
WATER SHOTGUN & Design	United States	74/149712	3/20/1991	1,672,397	1/21/1992

SCHEDULE B

Patents

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
PRESSURE WASHER	China (People's Republic)	2011012808.9	1/24/2011	ZL201130012808.9	11/23/2011
PRESSURE WASHER	China (People's Republic)	201130012809.3	1/24/2011	ZL201130012809.3	11/23/2011
PRESSURE WASHER	China (People's Republic)	201130012811.0	1/24/2011	ZL201130012811.0	11/24/2011
PRESSURE WASHER	China (People's Republic)	201130064585.0	4/2/2011	ZL201130064585.0	3/14/2012
PRESSURE WASHER	United States	29/379,400	11/18/2010	D661,438	6/5/2012
PRESSURE WASHER	United States	29/382,782	1/7/2011	D660,525	5/22/2012
PUMP	United States	29/407,459	11/29/2011	D670,312	11/6/2012
PUMP	Canada	145514	4/30/2012	145514	12/5/2012
PUMP	China (People's Republic)	201230149134.1	5/4/2012	ZL201230149134.1	10/3/2012
PRESSURE WASHER WITH DIAGNOSTIC INDICATORS	United States	10/790,527	3/1/2004	8,074,668	12/13/2011
PRESSURE WASHER WITH DIAGNOSTIC INDICATORS	European Patent Convention	05724165.5	3/1/2005		

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
PRESSURE WASHER WITH DIAGNOSTIC INDICATORS	Mexico	PA/a/2006/010067	9/4/2006	269852	9/7/2009
FLOOR SCRUBBER	United States	11/283,661	11/21/2005	7,770,254	8/10/2010
HIGH PRESSURE HYDRAULIC SYSTEM WITH HOSE FITTINGS FOR DIFFUSING BUILDUP UPON UNCOUPLING	United States	11/804,365	5/18/2007	7,744,018	6/29/2010
WATER-OPERATED WASH BRUSH WITH REMOVABLE BRUSH HEAD	China (People's Republic)	200780037120.7	10/5/2007	ZL200780037120.7	9/21/2011
PRESSURE WASHER	United States	12/080,663	4/3/2008	7,967,222	6/28/2011
VERTICAL SHAFT PRESSURE WASHER COUPLING ASSEMBLY	United States	08/348,626	12/2/1994	5,494,414	2/27/1996
UNIVERSAL PRESSURE WASHER EXTENSION/REPLACEMENT HOSE	United States	10/338,225	1/8/2003	6,779,745	8/24/2004

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
UNIVERSAL PRESSURE WASHER EXTENSION/R EPLACEMENT HOSE	Canada	2,488,988	12/4/2003	2,488,988	10/26/2010
WATER FLOOR BROOK WITH CLEAN-UP SQUEEGEE	United States	11/095,805	3/31/2005	7,217,053	5/15/2007
HIGH- PRESSURE HOSE AND PRESSURE WASHER	United States	10/314,565	12/9/2002	7,222,644	5/29/2007
PRESSURE WASHER	United States	29/291,103	8/14/2007	D565,810	4/1/2008
PRESSURE WASHER	United States	29/286,793	5/18/2007	D568,557	5/6/2008
HIGH- PRESSURE HOSE AND PRESSURE WASHER	United States	09/033,332	3/2/1998	5,964,409	10/12/1999
PRESSURE WASHER	United States	29/365,616	7/12/2010	D647,256	10/18/2011
PRESSURE WASHER	United States	29/377,131	10/18/2010	D647,672	10/25/2011
PRESSURE WASHER	Canada	138618	12/31/2010	138618	11/15/2011
PRESSURE WASHER	United States	29/365,617	7/12/2010	D639,001	5/31/2011
PRESSURE WASHER	Canada	138619	12/31/2010	138619	7/20/2011
PRESSURE WASHER	United States	29/392,168	5/18/2011	D648,082	11/1/2011

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
PRESSURE WASHER	United States	29/366,366	7/23/2010	D647,257	10/18/2011
PRESSURE WASHER	Canada	138866	1/21/2011	138866	11/15/2011
PRESSURE WASHER	United States	29/366,367	7/23/2010	D647,258	10/18/2011
PRESSURE WASHER	Canada	138867	1/21/2011	138867	11/15/2011
PRESSURE WASHER	United States	29/376,250	10/4/2010	D648,493	11/8/2011
PRESSURE WASHER	Canada	139943	3/31/2011	139943	11/15/2011
PRESSURE WASHER	United States	29/366,370	7/23/2010	D646,853	10/11/2011
PRESSURE WASHER	Canada	138868	1/21/2011	138868	11/15/2011
PRESSURE WASHER	United States	29/376,255	10/4/2010	D648,081	11/1/2011
SPRAY NOZZLE (HIGH-LOW NOZZLE)	United States	29/379,316	11/17/2010	D641,830	7/19/2011
PRESSURE WASHER	United States	29/379,399	11/18/2010	D649,308	11/22/2011
PRESSURE WASHER	United States	29/396,359	6/29/2011	D665,545	8/14/2012
PUMP	United States	29/427,971	7/24/2012	D691,638	10/15/2013
PRESSURE WASHER	United States	29/434,250	10/11/2012	D711,603	8/19/2014
PRESSURE WASHER	United States	29/434,258	10/11/2012	D728,872	5/5/2015
PUMP	United States	29/429,403	8/10/2012	D700,211	2/25/2014

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
PUMP FLANGE	United States	29/429,968	8/20/2012	D700,212	2/25/2014
PUMP	United States	29/434,059	10/9/2012	D699,762	2/18/2014
SPRAY GUN	United States	29/448,471	3/12/2013	D705,394	5/20/2014
PUMP	China (People's Republic)	201330019457.3	1/23/2013	ZL201330019457.3	6/19/2013
PUMP	United States	29/443,833	1/23/2013	D692,026	10/22/2013
PUMP	China (People's Republic)	201330032410.0	2/1/2013	ZL201330032410.0	7/31/2013
PUMP FLANGE	China (People's Republic)	201330032416.8	2/1/2013	ZL9201330032416.8	7/31/2013
PUMP	China (People's Republic)	201330104059.1	4/9/2013	ZL201330104059.1	9/25/2013
PRESSURE WASHER	China (People's Republic)	201330106402.6	4/10/2013	ZL201330106402.6	7/31/2013
PRESSURE WASHER	China (People's Republic)	201330106152.6	4/10/2013	ZL201330106152.6	6/11/2014
PUMP	China (People's Republic)	201330341259.9	7/29/2013	ZL201330341259.9	12/25/2014
PUMP	Canada	152009	7/12/2013	152009	8/18/2014
PUMP	Mexico	MX/F/2013/002099	7/19/2013	42345	8/26/2014
PUMP	United States	29/477,533	12/23/2013	D726,225	4/7/2015
VALVE	United States	29/477,537	12/23/2013	D725,747	3/31/2015
VALVE	United States	29/477,549	12/23/2013	D728,072	4/28/2015
PUMP	United States	29/477,559	12/23/2013	D726,226	4/7/2015

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
ADJUSTABLE PRESSURE REGULATOR	United States	29/480,016	1/22/2014		
VALVE	China (People's Republic)	201430190993.4	6/19/2014	ZL201430190993.4	12/31/2014
PUMP	China (People's Republic)	201430192620.0	6/20/2014	ZL201430192620.0	12/31/2014
PUMP	China (People's Republic)	201430191140.2	6/19/2014	ZL201430191140.2	12/31/2014
VALVE	China (People's Republic)	201430191230.1	6/19/2014	ZL201430191230.1	12/31/2014
ADJUSTABLE PRESSURE REGULATOR	China (People's Republic)	201430249097.0	7/22/2014	ZL201430249097.0	7/8/2015
PUMP	United States	62/085,775	12/1/2014		
PRESSURE WASHER	United States	29/520,552	3/16/2015		
VALVE	United States	29/521,011	3/19/2015	D739,919	9/29/2015
PRESSURE WASHER	China (People's Republic)	201530341290.1	9/7/2015		
MOUNTING ALIGNMENT SYSTEM	United States	62/243,471	10/19/2015		
NOZZLE	United States	14/943,370	11/17/2015		