

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boss Cleaning Equipment Company		11/26/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pullman Ermator AB		
Street Address:	Industrivagen 10		
City:	Smedjebacken		
State/Country:	SWEDEN		
Postal Code:	777 34		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0631074	NEVER-CLOG	
Registration Number:	3144824	PULLMAN-HOLT	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	2055380-000003		
NAME OF SUBMITTER:	Duane A. Stewart III		
SIGNATURE:	/Duane A. Stewart III/		
DATE SIGNED:	06/22/2016		
Total Attachments: 6			
source=boss cleaning-pullman ermator ab assignment#page1.tif			
source=boss cleaning-pullman ermator ab assignment#page2.tif			

OP \$65.00 0631074

source=boss cleaning-pullman ermator ab assignment#page3.tif

source=boss cleaning-pullman ermator ab assignment#page4.tif

source=boss cleaning-pullman ermator ab assignment#page5.tif

source=boss cleaning-pullman ermator ab assignment#page6.tif

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment"), dated as of November 26, 2013, is entered into by and between **BOSS CLEANING EQUIPMENT COMPANY** (formerly known as **PULLMAN-HOLT CORPORATION**), a Delaware corporation, with its principal place of business located at 10702 North 46th Street, Tampa, Florida USA 33617 (the "Assignor", which expression shall include the Assignor's personal representatives and successors in title), and **PULLMAN ERMATOR AB**, a Swedish company, with its principal place of business located at Industrivagen 10, 777 34 Smedjebacken, Sweden (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

RECITALS

WHEREAS, this Assignment is subject to and with the benefit of the Asset Transfer Agreement between the Parties dated as of June 3rd, 2013, entered into by, between and among Assignor, Assignee and Ermator Inc. (the Bevaclean Group) (the "Asset Transfer Agreement"); and

WHEREAS, Assignor and Assignee are entering into this Assignment as a consequence of the Asset Transfer Agreement. This Assignment is not intended to change, add or otherwise amend the terms agreed upon in the Asset Transfer Agreement. It is merely intended to finalize the sale and transfers of the assets defined in the Asset Transfer Agreement and the assets have been fully paid under the regulations of said agreement;

WHEREAS, the Assignor represents that it is the lawful owner in the United States of all of the trademarks/service marks listed in the Asset Transfer Agreement and Exhibit A, attached hereto and incorporated herein, (hereafter, collectively, the "Trademarks") and that it owns any and all rights in and to the Trademarks; and

WHEREAS, the Assignor represents that it is using the Trademarks in its HEPA Business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademarks; and

WHEREAS, the Assignor is the owner of federal registrations on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the Trademarks, as listed in Exhibit A, (hereafter, collectively, the "Trademark Registrations"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademarks and the Trademark Registrations to the Assignee, and is desirous of transferring such rights and related goodwill; and

WHEREAS, the Assignee is affiliated with Ermator Inc., a company incorporated in Delaware; and

WHEREAS, the Assignee is successor to the ongoing and existing HEPA Business of the Assignor to which the Trademarks and the Trademark Registrations pertain and is desirous of acquiring the Trademarks and the Trademark Registrations and the related goodwill.

OPERATIVE TERMS

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

- 1.0 The Assignor represents and warrants that:
 - 1.1 The Assignor has no knowledge that the Trademarks violate or infringe any intellectual property, personal or property rights of others in the United States, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
 - 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademarks and the Trademark Registrations, including but not limited to any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others;
 - 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
 - 1.4 The Assignor is the sole owner of any and all rights, title and interest in and to the Trademarks and the Trademark Registrations, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances; provided, however, Assignor makes no representations or warranties as to use of any of the Trademarks outside the United States.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States, including without limitation, all federal, state, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and the Trademark Registrations (and all extensions and renewals of any trademark application and registration resulting therefrom, and all extensions and renewals of the Trademark Registrations, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademarks and the Trademark Registrations and the portion of the business of the Assignor to which the Trademarks and the Trademark Registrations pertain. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademarks and variations thereof (in addition to the above-listed Trademark Registrations) and all rights to renewals and extensions for any such trademark registrations.

- 3.0 The Assignor further assigns unto the Assignee all of Assignor's rights to causes of action and remedies related to the Trademarks and the Trademark Registrations (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks or the Trademark Registrations.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks and the Trademark Registrations in the United States in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 6.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and the Trademark Registrations in the United States, and to effectuate this Agreement, at Assignee's cost and expense.
- 7.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademarks or any variation thereof, or seek to cancel any registrations resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademarks.
- 8.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademarks and the Trademark Registrations, are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademarks and the Trademark Registrations, or any derivative thereof.
- 9.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof. Together with the Asset Transfer Agreement it supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 10.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 11.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit,

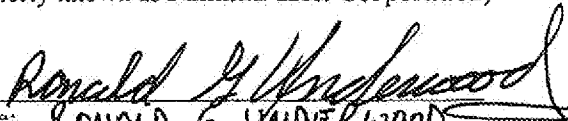
preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

- 12.0 If any provision of this Assignment is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Assignment as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 13.0 Except as expressly provided herein, nothing contained in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Transfer Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Transfer Agreement. In the event of any conflict between the Asset Transfer Agreement and this Assignment, the provisions of the Asset Transfer Agreement shall prevail, govern and control
- 14.0 This Assignment shall be construed, performed and enforced in accordance with, and governed by, the 1980 Vienna Convention on Contracts for the International Sale of Goods.
- 15.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 16.0 This Assignment shall be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- 17.0 The Asset Transfer Agreement shall remain in full force between the Parties and will in no manner be restricted or amended by this Assignment.
- 18.0 The Recitals are true and correct and this Agreement will be interpreted in accordance therewith.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Assignment as of the date first above written.

ASSIGNOR:

BOSS CLEANING EQUIPMENT COMPANY
(formerly known as Pullman-Holt Corporation)

By: 
Name: RONALD G. UNDERWOOD
Title: PRESIDENT

ASSIGNEE:

PULLMAN ERMATOR AB

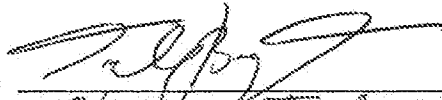
By: 
Name: Christer T Bengtsson
Title: President

EXHIBIT A

Trademark Registrations

	<u>Name</u>	<u>U.S. PTO Registration No.</u>
1.	NEVER-CLOG	631,074
2.	PULLMAN-HOLT	3,144,824

Roll
15

	<u>Name</u>	<u>Canadian Registration No.</u>
3.	PULLMAN HOLT	TMA 427,006

SLK_TAM:#1656022v3