

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwesco Filter Resources, Inc.		06/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Filter Media, Inc.		
Street Address:	691 N 400 W		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84103		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1744417	WE TAKE THE DUST OUT OF INDUSTRY	
Registration Number:	1691067	PREKOTE	
Registration Number:	1014285	MIDWESCO	
Registration Number:	2017823	LEAK SEEKER	
Registration Number:	2138168	LEAK SEEKER	
CORRESPONDENCE DATA			
Fax Number:	8015962814		
<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:	801-531-8900		
Email:	ndeforge@fabianvancott.com		
Correspondent Name:	Nicole M. Deforge, Fabian VanCott		
Address Line 1:	215 S. State St., Ste 1200		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	NICOLE M. DEFORGE		
SIGNATURE:	/NICOLE M. DEFORGE/		
DATE SIGNED:	11/15/2016		
Total Attachments: 5			
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CONFIRMATION AND ASSIGNMENT OF TRADEMARKS

THIS CONFIRMATION AND ASSIGNMENT OF Trademarks (the "Assignment"), is entered into effective as of June 22, 2016 (the "Effective Date"), by and between MIDWESCO FILTER RESOURCES, INC. of 400 Battaile Drive Winchester, Virginia 22601, a Delaware corporation (the "Assignor") and NATIONAL FILTER MEDIA, INC., of 691 North 400 West, Salt Lake City, Utah 84103, a Connecticut corporation (the "Assignee").

RECITALS

- A. Assignor is the owner of certain trademarks and trademark registrations (referred to as the "Assigned Trademarks," defined below).
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 16, 2016 ("the Purchase Agreement"), pursuant to which Assignee purchased certain assets from Assignor on the terms and conditions set forth therein.
- C. Pursuant to the Purchase Agreement, the Assignor and Assignee executed a Bill of Sale, Assignment and Assumption Agreement on or about June 22, 2016 (the "Assignment and Assumption Agreement"), in which Assignor assigned to Assignee the certain assets, including the Assigned Trademarks.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" as used herein shall mean those marks listed in Appendix A attached hereto and made a part hereof, including all logos, design marks, and word marks associated with said marks and all registrations and applications to register said marks, together with the goodwill associated with any of the foregoing.

2. Confirmation and Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby confirms the assignment of and assigns to Assignee, its successors, and assigns all right, title, and interest in and to the Assigned Trademarks.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Trademarks that may have accrued prior to the Effective Date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, including any past damages incurred prior to this Assignment.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Trademarks; (ii) in the prosecution or defense of any interference, opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned Trademarks; and (iii) in the implementation or perfection of this Assignment.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, and agreements relating to the Assigned Trademarks, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, and agreements contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6. General Provisions.

6.1 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.2 Counterparts: Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.3 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.4 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.5 Governing Law. This Assignment shall be governed by and construed in accordance with the trademark laws of the United States of America and with the internal laws of the State of Delaware.

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

ASSIGNOR:

MIDWESCO FILTER RESOURCES,
INC., a Delaware corporation

By: 
Name: James M Hoffman
Title: Chief Operating Officer



ASSIGNEE:

NATIONAL FILTER MEDIA, INC., a
Connecticut corporation

By: *[Signature]*
Name: JOHN EUGENIA
Title: President, CEO

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APPENDIX A

ASSIGNED TRADEMARKS

MARK	COUNTRY	FILING DATE	APP. SERIAL NUMBER	REG. NUMBER	REG. DATE
WE TAKE THE DUST OUT OF INDUSTRY	US	10-Apr-1992	74264545	1744417	5-Jan-1993
PREKOTE	US	7-Jun-1991	74173710	1691067	9-Jun-1992
MIDWESCO	US	19-Sep-1973	73001408	1014285	24-Jun-1975
LEAK SEEKER	US	29-Dec-1995	75038574	2017829	19-Nov-1996
LEAK SEEKER	US	29-Dec-1995	75038566	2138168	24-Feb-1998

EAST 11/15/2016

[Handwritten mark]