

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geo Blaster Equipment Sales & Service Inc.		12/12/2014	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Graco Fluid Handling (B) Inc.		
Street Address:	88 11th Avenue NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4292822	GEO BLASTER	
CORRESPONDENCE DATA			
Fax Number:	6126236769		
<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:	6126236769		
Email:	pto@graco.com		
Correspondent Name:	Douglas B. Farrow		
Address Line 1:	PO box 1441		
Address Line 4:	Minneapolis, MINNESOTA 55440-1441		
NAME OF SUBMITTER:	Douglas B. Farrow		
SIGNATURE:	/Douglas B. Farrow/		
DATE SIGNED:	07/28/2017		
Total Attachments: 6			
source=2014-12-19AssignmentGeoBlasterToGracoFHB#page1.tif			
source=2014-12-19AssignmentGeoBlasterToGracoFHB#page2.tif			
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source=2014-12-19AssignmentGeoBlasterToGracoFHB#page5.tif			

CH \$40.00 4292822

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of this 12th day of December, 2014, by and between GEO BLASTER EQUIPMENT SALES & SERVICE INC., a corporation incorporated under the laws of Canada (the “**Seller**”), John McIntyre Sr. and John McIntyre Jr. (together with the Seller, the “**Assignors**”), each transferring and assigning their rights and interests identified below to GRACO FLUID HANDLING (B) INC., a Minnesota corporation (“**Assignee**”).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Assignors have agreed to sell to Assignee, and Assignee has agreed to purchase from Assignors, all or substantially all of the assets of one or more of Assignors which are used in or associated with the Business (as defined in the Purchase Agreement and, as used herein, the “**Business**”), including, without limitation the Intellectual Property (as defined in the Purchase Agreement) and the patents, patent applications, trademarks and trademark applications and registrations, domain names, copyrights and copyright applications and registrations set forth on Exhibit A hereto (which form a part of the Intellectual Property and of which are owned by the Assignors), including all right, title and interest in and thereto worldwide, and the goodwill of the Business associated with the Intellectual Property; and

WHEREAS, Assignee wishes to acquire Assignors’ entire right, title and interest in and to the Intellectual Property, as applicable, together with the goodwill of the Business associated with the Intellectual Property.

NOW, THEREFORE, for the good and valuable consideration including, among other valuable consideration, the consideration provided to Assignors in the Purchase Agreement, the receipt and sufficiency all of which is hereby acknowledged, Assignors do hereby sell and assign to Assignee (i) all the right, title and interest one or more of the Assignors have worldwide in the Intellectual Property, as applicable, together with the goodwill of the Business associated with the Intellectual Property and all claims and causes of action relating to infringement of the Intellectual Property; (ii) the right to register, prosecute, maintain and defend the Intellectual Property before any public or private agency, office or registrar; and (iii) the right to sue and recover damages or other compensation for past and future infringements of the Intellectual Property and the right to sue to obtain equitable relief in respect of such infringements and the right to fully and entirely stand in the place of the Assignors in all matters related thereto.

Assignors shall, at the expense of Assignors, obtain and provide to Assignee any further documents which may be required to effect the foresaid assignments and confirm the chain of title to the Intellectual Property. Assignors shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as Assignee may reasonably require from time to time for the purpose of giving effect to this Assignment and shall use their commercially reasonable efforts and take all such steps as may be reasonably within their power to implement to their full extent the provisions of this Assignment or the Intellectual Property from and after the Closing Date (as defined in the Purchase Agreement). Without limiting the foregoing, with respect to the transfer of domain names listed in Exhibit A,

Assignors shall cause each domain name set out at Exhibit A to be transferred to Assignee within ten (10) days after the Closing Date (as defined in the Purchase Agreement). Assignors hereby irrevocably appoint Assignee as each of Assignors' attorney and agent with full power and authority to instruct in the name of Assignors any domain name administrative contact to initiate the transfer of the domain names to Assignee, if Assignors should fail to promptly initiate the transfer of domain names within such period of ten (10) days.

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their successors, heirs and assigns, respectively. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This document may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

~Signature Page Follows~

IN WITNESS WHEREOF, each of the undersigned Assignors have executed this Intellectual Property Assignment Agreement in favour of, and for the benefit of, Assignee as of the date first written above.

GEO BLASTER EQUIPMENT SALES
& SERVICE INC.

Name:
Title:

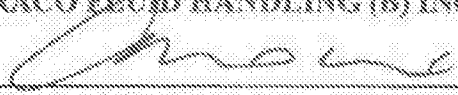
Witness Name:
(Print)

JOHN MCINTYRE SR.

Witness Name:
(Print)

JOHN MCINTYRE JR.

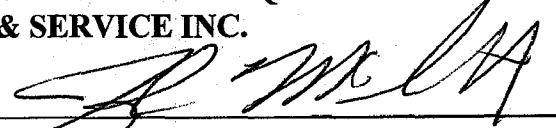
GRACO FLUID HANDLING (B) INC.




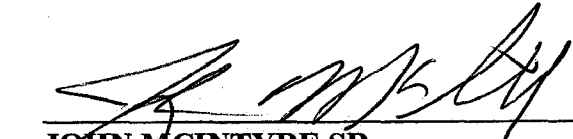
Name: Christian E. Rothe
Title: CFO & Treasurer

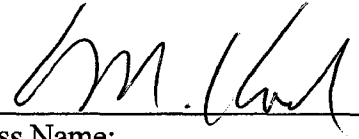
IN WITNESS WHEREOF, each of the undersigned Assignors have executed this Intellectual Property Assignment Agreement in favour of, and for the benefit of, Assignee as of the date first written above.


**GEO BLASTER EQUIPMENT SALES
& SERVICE INC.**


Name: _____
Title: *PRESIDENT*


Witness Name: _____
(Print)


JOHN MCINTYRE SR.


Witness Name: _____
(Print)


JOHN MCINTYRE JR.

GRACO FLUID HANDLING (B) INC.

Name: Christian E. Rothe
Title: CFO & Treasurer

STATEMENT BY WITNESS

I, MARK VOCH whose full post office address is
583 MAIN ST EAST was personally present
and did see ~~THE~~ JOHN WILLIAMS and S.R. JR (name of
persons who signed assignment) who is known to me, execute the assignment.

Signed at DE NAVILLE on this 12 day of Dec. 2014.


Signature of Witness

EXHIBIT A

Patent	Serial Number / Application Serial Number	Listed Owner
Twin Line Wet Abrasive Blasting System	US 61/724429	-
Twin Line Wet Abrasive Blasting System	US 14/051520	John McIntyre
Twin Line Wet Abrasive Blasting System	CA 2830037	John McIntyre
Wet Abrasive Blast Pot	US 62/076066	-
Control of Wet Abrasive Blaster	US 62/076054	-

Trade-Marks	Serial Number / Application Serial Number & Jurisdiction	Registration Date	Listed Owner
<i>Registered Trade-Marks</i>			
GEO BLASTER	TMA820356 Canada	March 21, 2012	Geo Blaster Equipment Sales & Services Inc.
GEO BLASTER	4292822 United States	February 19, 2013	Geo Blaster Equipment Sales & Services, Inc.
GEO BLASTER	13021175 Europe	October 21, 2014	GeoBlaster Equipment Sales & Service Inc.
<i>Unregistered Trade-Marks</i>			
GEO BLASTER	-	-	-
geo-blaster.com	-	-	-
geoblaster.com	-	-	-
geoblaster.ca	-	-	-
wetabrasives.com	-	-	-
wetabrasives.ca	-	-	-
Any and all unregistered trade-marks which include the phrase "Geo Blaster" or "Wet Abrasives" (or designs or variants thereof) including, without limitation, the following:			-
			