

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marco Group International, Inc.		07/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marco Group International Opco, LLC		
Street Address:	701 East Boulevard		
City:	Deer Park		
State/Country:	TEXAS		
Postal Code:	77536		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87471220	VAPORMASTER	
Serial Number:	87310373	THE BEST IN BLAST	
Serial Number:	86479111	BARRICADE	
Registration Number:	4499467	XTREME-DUTY	
Registration Number:	4610626	DUSTMASTER	
Registration Number:	4704729	BLACK LIGHTNING	
Registration Number:	4739591	SPRAYMASTER	
Registration Number:	4846437	VACMASTER	
Registration Number:	2180531	MARCO	
Registration Number:	1618436	BLASTMASTER	
Registration Number:	2561996	KWIKFIRE	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Rachel Dooley c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		

CH \$290.00 87471220

Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	117958.00029 RD
NAME OF SUBMITTER:	Rachel S. Dooley
SIGNATURE:	/rachelsdooley/
DATE SIGNED:	08/07/2017
Total Attachments: 5 source=CapStreet - Marco 2 - IP Assignment#page1.tif source=CapStreet - Marco 2 - IP Assignment#page2.tif source=CapStreet - Marco 2 - IP Assignment#page3.tif source=CapStreet - Marco 2 - IP Assignment#page4.tif source=CapStreet - Marco 2 - IP Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made by and between Marco Group International, Inc., a Delaware corporation with offices at 3425 East Locust Street, Davenport, Iowa 52803 ("Assignor"), and Marco Group International Opco, LLC, a Delaware limited liability company, with offices at 701 East Boulevard, Deer Park, Texas, 77536 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patents, trademarks, service marks and domains listed on the attached Schedule 1, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "IP");

WHEREAS, pursuant to Section 2 of the Contribution and Assumption Agreement, dated July 21, 2017 ("Contribution Agreement"), by and among Assignor and Assignee, Assignor has agreed to contribute the IP to Assignee; and

WHEREAS, by the Contribution Agreement, Assignor agreed to assign to Assignee and Assignee agreed to accept the assignment of all rights in the IP.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all its right, title and interest in and to the IP and all of the goodwill associated therewith together with the right to recover damages and profits and all other remedies for past infringements thereof.

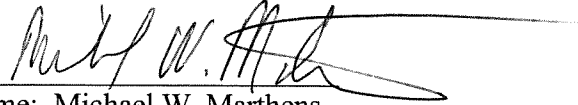
Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the IP to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby and to record such assignment with any and all relevant governmental agencies.

This Assignment is executed and delivered pursuant to the Contribution Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Assignor or Assignee as set forth in the Contribution Agreement and related transaction documents, and in the event of any conflict between the terms and conditions of the Contribution Agreement and the terms and conditions of this Assignment, the Contribution Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 21st day of July, 2017.

MARCO GROUP INTERNATIONAL, INC.

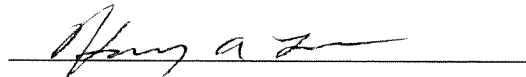


Name: Michael W. Marthens
Title: Chief Executive Officer

STATE OF ILLINOIS)

COUNTY OF Rock Island)

On this 21st day of July, 2017 personally appeared before me Michael W. Marthens, known to me to be Chief Executive Officer of Marco Group International, Inc, who acknowledged that he/she signed this instrument as a free act on behalf of Marco Group International, Inc




Notary Public

My commission expires: 10-3-18



AGREED AND ACKNOWLEDGED:

MARCO GROUP INTERNATIONAL OPKO, LLC

By: 
Name: Michael W. Marthens
Title: Chief Executive Officer

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006124 FRAME: 0359

SCHEDULE 1**Trademarks**

Country	Mark/Name	Registration Date	App. No./Reg. No.
United States	VAPORMASTER		SN: 87471220
United States	THE BEST IN BLAST		SN: 87310373
United States	BARRICADE		SN: 86479111
United States	XTREME-DUTY	March 18, 2014	RN: 4499467 SN: 85897680
United States	DUSTMASTER	September 23, 2014	RN: 4610626 SN: 85893194
United States	BLACK LIGHTNING	March 17, 2015	RN: 4704729 SN: 86084320
United States	SPRAYMASTER	May 19, 2015	RN: 4739591 SN: 85893191
United States	VACMASTER	November 3, 2015	RN: 4846437 SN: 85893192
United States	MARCO	August 11, 1998	RN: 2180531 SN: 75322426
United States	BLASTMASTER	October 23, 1990	RN: 1618436 SN: 74012079
United States	KWIKFIRE	April 16, 2002	RN: 2561996 SN: 78058091
Canada	THE BEST IN BLAST	June 1, 2017	AN: 1840418
Canada	VACMASTER		AN: 1644065
Canada	KWIKFIRE	February 25, 2010	RN: TMA760203 AN: 1411338
Canada	XTREME-DUTY	February 12, 2015	RN: TMA896434 AN: 1646726
Canada	BARRICADE	May 11, 2016	RN: TMA937590 AN: 1724507
Canada	DUSTMASTER	July 29, 2016	RN: TMA944541 AN: 1644066
Canada	SPRAYMASTER	July 29, 2016	RN: TMA944521 AN: 1644064
Canada	BLASTMASTER	January 8, 1997	RN: TMA468343 AN: 0763766
International (Madrid)	THE BEST IN BLAST	May 18, 2017	AN: 1355936 RN: 1355936
Mexico	BARRICADE	August 10, 2015	RN: 1561868 AN: M1600455
Mexico	DUSTMASTER	February 26, 2015	RN: 1517890 AN: M1410911
Mexico	SPRAYMASTER	November 27, 2013	RN: 1414851 AN: M1410910
Mexico	XTREME-DUTY	July 30, 2014	RN: 1473294 AN: M1415952

Mexico	VACMASTER		AN: M1410909
Mexico	THE BEST IN BLAST		Mexico designation of Madrid App., listed above (no separate application currently)
Australia	MARCO	April 10, 2013	RN: 1550822 AN: 1550822

Patents

Country	Patent No.	Status	Description
United States	6,176,439	Registered/Granted	Deadman control method & apparatus
United States	8,985,646	Registered/Granted	Pressure vessel safety lock apparatus
Canada	2788935 (serial number)	Pending	Pressure vessel safety lock apparatus
Mexico	335084	Registered/Granted	Pressure vessel safety lock apparatus
United States	8,905,816	Registered/Granted	Blast machine system controller
Canada	2805461	Registered/Granted	Blast machine system controller
Mexico	332510	Registered/Granted	Blast machine system controller
United States	14/620,840 (serial number)	Published	Pressure vessel safety lock apparatus

Domain Names

1. www.marco.us
2. www.marcousa.com