

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441255

|   |  |  |                       |
|---|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |                       |
| <b>CONVEYING PARTY DATA</b>   |  |  |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| Clorox Professional Products Company  |  | 08/21/2017                               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |  |                       |
| <b>Name:</b>  | Medline Industries, Inc.                           |  |                       |
| <b>Street Address:</b>  | Three Lakes Drive                                  |  |                       |
| <b>City:</b>  | Northfield   |  |                       |
| <b>State/Country:</b>   | ILLINOIS   |  |                       |
| <b>Postal Code:</b>   | 60093  |  |                       |
| <b>Entity Type:</b>   | Corporation: ILLINOIS                              |  |                       |
| <b>PROPERTY NUMBERS Total: 11</b>   |  |  |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                       |
| <b>Serial Number:</b>   | 87468700   | APLICARE                                 |                       |
| <b>Registration Number:</b>   | 3397049  | APLICARE                                 |                       |
| <b>Registration Number:</b>   | 3017931  | APLICARE                                 |                       |
| <b>Registration Number:</b>   | 3085520  | APLICARE                                 |                       |
| <b>Registration Number:</b>   | 1311965  | APLICARE                                 |                       |
| <b>Registration Number:</b>   | 3233034  | APLICARE ADVANTAGE                       |                       |
| <b>Registration Number:</b>   | 3233052  | APLICARE ADVANTAGE                       |                       |
| <b>Registration Number:</b>   | 3009518  | EXCELAP                                  |                       |
| <b>Registration Number:</b>   | 3461141  | ISOPROPYL ALCOHOL EXCELAP POVIDONE-IODIN |                       |
| <b>Registration Number:</b>   | 1130215  | LACROSSE                                 |                       |
| <b>Registration Number:</b>   | 1089021  | OPERAND                                  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |  |                       |
| <b>Fax Number:</b>  | 3125548015   |  |                       |
| <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> |  |  |                       |
| <b>Phone:</b>   | 312 554-8000                                       |  |                       |
| <b>Email:</b>   | jmarvel@pattishall.com                             |  |                       |
| <b>Correspondent Name:</b>  | Janet A. Marvel                                    |  |                       |
| <b>Address Line 1:</b>  | 200 South Wacker Drive, Suite 2900                 |  |                       |

CH \$290.00 87468700

TRADEMARK

|  |                         |
|--|-------------------------|
| <b>Address Line 4:</b>   | Chicago, ILLINOIS 60606 |
| <b>ATTORNEY DOCKET NUMBER:</b>   | Apicare                 |
| <b>NAME OF SUBMITTER:</b>  | Janet Marvel            |
| <b>SIGNATURE:</b>  | /Janet Marve/           |
| <b>DATE SIGNED:</b>  | 08/30/2017              |
| <b>Total Attachments: 5</b><br>source=Apicare Trademark Assignment#page1.tif<br>source=Apicare Trademark Assignment#page2.tif<br>source=Apicare Trademark Assignment#page3.tif<br>source=Apicare Trademark Assignment#page4.tif<br>source=Apicare Trademark Assignment#page5.tif |                         |

## TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** ("Assignment Agreement") is made and entered into as of August 21, 2017 by and between Clorox Professional Products Company, a Delaware corporation ("CPPC"), Aplicare, Inc., a Connecticut corporation ("Aplicare" and together with CPPC, "Assignors"), and Medline Industries, Inc., an Illinois corporation (the "Assignee"). Assignee and Assignors are each sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Assignors, Assignee, The Clorox Company, a Delaware corporation, and Clorox Manufacturing Company, a Delaware corporation, entered into that certain Asset Purchase Agreement dated as of August 21, 2017 (the "Purchase Agreement"), whereby on the Closing Date, Assignors, the owners of certain Transferred IP Rights (as defined in the Purchase Agreement), agreed to convey all of their right, title and interest in and to such Transferred IP Rights to Assignee, including those trademarks set forth on Schedule I attached hereto, together with all goodwill associated therewith (collectively, the "Assigned Trademarks"). Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, on the Closing Date and pursuant to the terms hereof and the terms of the Purchase Agreement, Assignors wish to assign, and the Assignee wishes to assume, all right, title and interest in the Assigned Trademarks.

**NOW, THEREFORE**, for good and valuable consideration furnished by Assignee to Assignors, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. On the Closing Date, Assignors assign, transfer, sell and convey to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, all goodwill associated with the Assigned Trademarks and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment Agreement had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Closing Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for any past, present or future infringement, of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that after the Closing Date, certain documents may need to be executed and delivered by Assignors to effectuate transfer of title to the Assigned

Trademarks to Assignee. Assignors agree to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment Agreement. Any and all costs associated with the foregoing shall be the sole responsibility of Assignee.

4. This Assignment Agreement shall be governed by Delaware law, exclusive of its choice of law rules and principles. The parties consent and agree to resolve any court matters in the jurisdiction of the federal or state courts located in the state of Delaware, and the parties further consent to and waive any objection to venue for mediation, litigation and all other proceedings, in the state of Delaware.

5. Each provision of this Assignment Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Assignment Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Assignment Agreement shall remain in full force and effect.


6. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

**[Remainder of page intentionally left blank.  
Signature page follows.]**

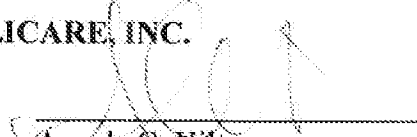
IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

**ASSIGNORS:**

**CLOROX PROFESSIONAL  
PRODUCTS COMPANY**

By:   
Name: Angela C. Hilt  
Its: Vice President – Secretary

**APLICARE, INC.**

By:   
Name: Angela C. Hilt  
Its: Vice President – Secretary

**ASSIGNEE:**

**MEDLINE INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Assignment Agreement as of the date first above written.

**ASSIGNORS:**

**CLOROX PROFESSIONAL  
PRODUCTS COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APLICARE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**MEDLINE INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: David C. Greenberg  
Title: Executive Vice President Strategy and  
Corporate Development

**Schedule I**

| <b>Trademark</b>                                  | <b>Applicant/Registrant</b>          | <b>Country</b>        | <b>Reg. No.</b> | <b>App. No.</b> |
|---|--------------------------------------|-----------------------|-----------------|-----------------|
| APLICARE  | Clorox Professional Products Company | United States         |                 | 87/468700       |
| APLICARE  | Clorox Professional Products Company | United States         | 3397049         |                 |
| APLICARE  | Clorox Professional Products Company | United States         | 3017931         |                 |
| APLICARE  | Clorox Professional Products Company | United States         | 3085520         |                 |
| APLICARE  | Clorox Professional Products Company | United States         | 1311965         |                 |
| APLICARE  | Clorox Professional Products Company | CANADA                | 740714          |                 |
| APLICARE  | Clorox Professional Products Company | EUROPEAN<br>COMMUNITY | 930228          |                 |
| APLICARE  | Clorox Professional Products Company | WIPO                  | 930228          |                 |
| APLICARE  | Clorox Professional Products Company | MEXICO                | 1194195         |                 |
| APLICARE  | Clorox Professional Products Company | ARGENTINA             | 2466380         |                 |
| APLICARE  | Clorox Professional Products Company | ARGENTINA             | 2466379         |                 |
| APLICARE  | Clorox Professional Products Company | CHINA                 |                 | A006426         |
| APLICARE  | Clorox Professional Products Company | TAIWAN                | 145984          |                 |
| APLICARE  | Clorox Professional Products Company | SINGAPORE             |                 |                 |
| APLICARE  | Clorox Professional Products Company | JAPAN                 | 4939883         |                 |
| APLICARE<br>ADVANTAGE                             | Clorox Professional Products Company | United States         | 3233034         |                 |
| APLICARE<br>ADVANTAGE                             | Clorox Professional Products Company | United States         | 3233052         |                 |
| ISOPROPYL ALCOHOL<br>EXCEL AP POVIDONE-<br>IODINE | Clorox Professional Products Company | United States         | 3009518         |                 |
| EXCEL AP  | Clorox Professional Products Company | United States         | 3461141         |                 |
| LACROSSE  | Clorox Professional Products Company | United States         | 1130215         |                 |
| OPERAND   | Clorox Professional Products Company | United States         | 1089021         |                 |

[Schedule I to Trademark Assignment]