CH \$140.00 1

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM465263

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Foam, Inc.	02/28/201		Corporation:

RECEIVING PARTY DATA

Name:	Bulldog Hose Company, LLC	
Street Address:	1110 100th St.	
City:	Manning	
State/Country:	IOWA	
Postal Code:	51455	
Entity Type:	Limited Liability Company: IOWA	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1965326	ARMOUR GUARD
Registration Number:	1573355	HI-COMBAT
Registration Number:	1019402	HI-VOL
Registration Number:	1946942	PREMIUM 200
Registration Number:	1022072	RED CHIEF

CORRESPONDENCE DATA

Fax Number: 2156562498

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.

Phone: 215-656-2458

Email: pto.phil@dlapiper.com

Correspondent Name: william L. Bartow Address Line 1: one liberty place

Address Line 2: 1650 market street, suite 4900

Address Line 4: philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/wlb/
DATE SIGNED:	03/12/2018

Total Attachments: 4



Trademark Assignment

This Trademark Assignment (this "Assignment"), is made as of February 28, 2018 (the "Effective Date"), by and between National Foam, Inc., a Delaware corporation ("Assignor"), and Bulldog Hose Company, LLC, an Iowa limited liability company ("Assignee"). Assignor and Assignee are hereafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 19, 2018 (the "Purchase Agreement"); and

WHEREAS, pursuant and subject to the terms and conditions of the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept, acquire and receive from Assignor, all of the rights, titles and interest of Assignor in and to certain trademarks of Assignor, including, but not limited to, the trademarks and trademark applications and registrations listed in Exhibit A attached hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights throughout the world and all goodwill pertaining thereto (collectively, the "Trademarks").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1. Transfer of Rights in Trademarks. In accordance with the provisions of the Purchase Agreement and effective as of the Effective Date, Assignor hereby irrevocably and perpetually sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), and Assignee hereby assumes and accepts, all of Assignor's right, title, and interest in and to the Trademarks, together with all registrations and applications therefore, all goodwill of the business connected with the use of and symbolized by the foregoing and all other corresponding rights in the foregoing anywhere in the world, including common law rights, that are or may be hereafter secured under the laws of any country or jurisdiction, now or hereafter in effect, including any cause of action, lawsuit, judgment, claim or demand with respect to the Trademarks (other than in respect of any liabilities expressly excluded in the Purchase Agreement).
- 2. <u>No Representation or Warranties</u>. Except as expressly provided in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Trademarks.
- 3. <u>Recordation</u>. Assignor hereby authorizes the applicable governmental authorities, including, but not limited to, the United States Patent and Trademark Office, to record this Assignment.
- 4. <u>Further Action</u>. Assignor and Assignee shall take such action as may be necessary to effect (a) the transfer of the Trademarks to Assignee and the terms of Section 2 above, (b) the recordation thereof with the applicable governmental authorities, and (c) if Assignee chooses in its sole discretion and at Assignee's own expense, the renewal of the registrations of the Trademarks by the applicable governmental authorities.

- 5. From time to time, as and when requested by either Party, the other Party shall use commercially reasonable efforts to execute, deliver and file, or cause to be executed, delivered and filed, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment.
- 6. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, agreements, indemnities and other provisions of the Purchase Agreement, which terms are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other provisions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.
- 7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The covenants herein shall survive the execution and delivery of this Assignment.
- 8. This Assignment shall be governed in all respects by the Laws of the State of Delaware, without regard to the principles of conflicts of Laws that might otherwise be applicable.
- 9. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by electronic communication, facsimile or otherwise) to the other Parties.

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

NATIONAL FOAM, INC.

By: Carrier Paul Williams

Title: President and Chief Executive Officer

BULLQOG HOSE COMPANY, LLC

By: Name: Jeremy Puck Title: Manager

[Signature Page to Trademark Assignment]

Exhibit A

Trademark	Owner	Jurisdiction	Reg. No.	Reg. Date
ARMOUR GUARD	National Foam, Inc.	United States	1,965,326	April 2, 1996
HI-COMBAT	National Foam, Inc.	United States	1,573,355	December 26, 1989
	(f.k.a. Eurostar US			
	Tradeco Inc.)			
HI-VOL	National Foam, Inc.	United States	1,019,402	September 2, 1975
PREMIUM 200	National Foam, Inc.	United States	1,946,942	January 9, 1996
RED CHIEF	National Foam, Inc.	United States	1,022,072	October 7, 1975
CORRU-GRIP	Kidde Canada Inc.	Canada	TMA258060	April 24, 1981
HOSE HOPPER	Kidde-Fenwal, Inc.	Canada	TMA750562	October 20, 2009
SNAKESKIN	Kidde Canada Inc.	Canada	TMA111148	August 8, 1958
SUREFIRE	Kidde Canada Inc.	Canada	TMA134232	January 17, 1964
FIRE POWER	Kidde Canada Inc.	Canada	TMA202899	November 1, 1974
GASYN-CHEM	Kidde-Fenwal, Inc.	Canada	TMA179157	October 29, 1971
HI-VOL	Kidde-Fenwal, Inc.	Canada	TMA525419	March 22, 2000
RED CHIEF	Kidde-Fenwal, Inc.	Canada	TMA199002	May 10, 1974
REDSKIN	Kidde Canada Inc.	Canada	TMA137290	September 11, 1964
HI-VOL	Kidde Fire Fighting	Mexico	815401	November 26, 2003
	Inc.			

TRADEMARK REEL: 006289 FRAME: 0841

RECORDED: 03/12/2018