

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB Electrolux		08/06/2018	Corporation: SWEDEN
Electrolux Home Care Products, Inc.		08/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nuera Enterprises Canada Inc.		
Street Address:	1490, Boul. Dagenais Ouest		
City:	Quebec		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1325462	BEAM	
Registration Number:	1678274	BEAM	
Registration Number:	3427672	BEAM	
Registration Number:	3336453	KICKSWEEP	
Registration Number:	2028887	RUGMASTER PLUS	
Registration Number:	2045818	SERENITY	
Registration Number:	3266124	SOLAIRE	
Registration Number:	2050890	SOUND OFF	
Registration Number:	3143322	TRIUMPH	
Registration Number:	4641825	BEAM ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	2023313838		
<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:	2023318777		
Email:	docketing@cahnandsamuels.com		
Correspondent Name:	Cahn & Samuels LLP		
Address Line 1:	1100 17th St., NW, Ste. 401		
Address Line 4:	Washington, D.C. 20036		

OP \$265.00 1325462

NAME OF SUBMITTER:	George A. Metzenthin
SIGNATURE:	/George A. Metzenthin/
DATE SIGNED:	11/06/2018
Total Attachments: 8 source=31 - IP Assignment Agreement#page1.tif source=31 - IP Assignment Agreement#page2.tif source=31 - IP Assignment Agreement#page3.tif source=31 - IP Assignment Agreement#page4.tif source=31 - IP Assignment Agreement#page5.tif source=31 - IP Assignment Agreement#page6.tif source=31 - IP Assignment Agreement#page7.tif source=31 - IP Assignment Agreement#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), is executed as of August 6, 2018 (“Closing Date”), by and among AB ELECTROLUX, a company organized under the laws of Sweden (“AB Electrolux”), ELECTROLUX HOME CARE PRODUCTS, INC., a corporation incorporated under the laws of Delaware (“EHCP US” and together with AB Electrolux, the “Assignors”), and NUERA ENTERPRISES CANADA INC., a corporation organized under the laws of Quebec (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement entered into between, inter alia, the Assignors and the Assignee of even date herewith (“Purchase Agreement”).

RECITALS

WHEREAS, Pursuant to Section 2.1 of the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of Assignors’ right, title and interest in, to and under the Acquired Assets, including Transferred Intellectual Property (as that term is defined in the Purchase Agreement); and

WHEREAS, Pursuant to Section 7.1(d) and 7.3(c) of the Purchase Agreement, Assignors and Assignee have agreed to enter into this IP Assignment Agreement to evidence the transfer of such Transferred Intellectual Property from Assignors to Assignee.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Business Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignors hereby sell, assign, convey, transfer and deliver to Assignee, and Assignee hereby purchases and acquires from Assignors, all of Assignors’ right, title and interest in and to the Transferred Intellectual Property, including as set forth on Schedule A attached hereto, the right to sue for any and all past infringements thereof, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“Assigned IP”).

Section 2 Further Assurances.

a. Assignors hereby covenant and agree that they shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee and at Assignee’s expense, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to effectively consummate the assignments contemplated hereby, and (b) reasonably assist Assignee, at Assignee’s request, in exercising Assignors’ rights with respect thereto.

b. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and all applicable officials of any other state or foreign agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, and

other state or foreign offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignors or their agents, affiliates or attorneys, Assignors shall execute such documents and deliver them to Assignee or Assignee's agents, attorneys or designees, as applicable pursuant to Section 2a. above.

d. Assignors agree to carry out, or have carried out for them, the formal transfer of the Domain Names to Assignee in accordance with the domain name transfer procedures of the Domain Name registrar or other current procedures as required to transfer ownership, registration and all other right, title and interest in the Domain Names to Assignee, including the delivery of the proper transfer codes to authorize the transfer of the Domain Names. Assignors agree that until the account change is completed, Assignors will maintain the websites located at the Domain Names in a manner consistent with past practices.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignors and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law doctrines.

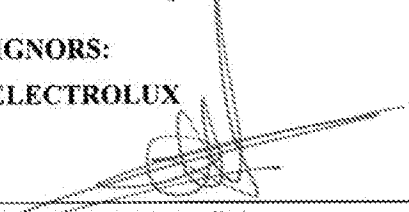
Section 6 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNORS:

AB ELECTROLUX


By: 
Name: Christian Morandini
Title: Chief Financial Officer, Home Care &
Small Domestic Appliances, Authorized Signatory

ASSIGNEE:

NUERA ENTERPRISES CANADA INC.

By: _____
Name: _____
Title: _____

ELECTROLUX HOME CARE PRODUCTS, INC.

By: 
Name: Christian Morandini
Title: Authorized Signatory

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNORS:

AB ELECTROLUX

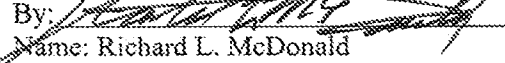
By: _____
Name: Christian Morandini
Title: Chief Financial Officer, Home Care & Small
Domestic Appliances, Authorized Signatory

**ELECTROLUX HOME CARE PRODUCTS,
INC.**

By: _____
Name: Christian Morandini
Title: Authorized Signatory

ASSIGNEE:

NUERA ENTERPRISES CANADA INC.

By:  _____
Name: Richard L. McDonald
Title: Chairman

[Signature Page to IP Assignment Agreement]

SCHEDULE A

ASSIGNED IP

1. Patents

Patent No. / Application No.	Country	Title	Owner/Assignor
US7690077	United States	LOW NOISE CENTRAL VACUUM SYSTEM	EHCP US
CA2692020	Canada	LATCH ASSEMBLY FOR A VACUUM SYSTEM	EHCP US
CN2215950	China	LATCH ASSEMBLY FOR A VACUUM SYSTEM	EHCP US
EP2215950	France, Great Britain, Germany	LATCH ASSEMBLY FOR A VACUUM SYSTEM	EHCP US
CA131741	CANADA	CENTRAL VACUUM	EHCP US
USD618,408	UNITED STATES	CENTRAL VACUUM	EHCP US
CA131742	CANADA	CENTRAL VACUUM	EHCP US
USD617,962	UNITED STATES	CENTRAL VACUUM	EHCP US
CA2855197	Canada	LATCH ASSEMBLY FOR A VACUUM CLEANER	EHCP US
CN104486982	China	LATCH ASSEMBLY FOR A VACUUM CLEANER	EHCP US
EP2775891	Europe	LATCH ASSEMBLY FOR A VACUUM CLEANER	EHCP US
US9078550	United States	LATCH ASSEMBLY FOR A VACUUM CLEANER	EHCP US
CA2898705	Canada	CENTRAL VACUUM CLEANER APPARATUS	EHCP US
US9131816	United States	CENTRAL VACUUM CLEANER APPARATUS	EHCP US
US9579004	United States	CENTRAL VACUUM CLEANER APPARATUS	EHCP US
US9986882	United States	CENTRAL VACUUM CLEANER APPARATUS	EHCP US
CA122036	Canada	VACUUM CLEANER POWERHEAD	EHCP US
ZL0730154583	CHINA	VACUUM CLEANER POWERHEAD	EHCP US
USD566355	United States	VACUUM CLEANER POWERHEAD	EHCP US
CA122035	Canada	VACUUM CLEANER POWERHEAD	EHCP US
EP779012	Europe	VACUUM CLEANER POWERHEAD	EHCP US
USD566354	United States	VACUUM CLEANER POWERHEAD	EHCP US
ZL0730154584.9	China	VACUUM CLEANER POWERHEAD	EHCP US
CA122034	Canada	VACUUM CLEANER POWERHEAD	EHCP US
ZL0730154585.3	China	VACUUM CLEANER POWERHEAD	EHCP US
USD575467	United States	VACUUM CLEANER POWERHEAD	EHCP US

2. Trademarks

Mark	Country	Application No.	Registration No.	Owner/ Assignor
BEAM & Design	Sweden	90-1081	303031	EHCP US
BEAM & DESIGN	Norway	900634	159387	EHCP US
BEAM & DESIGN	Malaysia	90-01392	90-01392	EHCP US
BEAM & DESIGN (SLASH)	Australia	726414	726414	EHCP US
BEAM & DESIGN (SLASH)	Australia	753029	753029	EHCP US
ADVANTAGE	Canada	726324	455702	AB Electrolux
DON'T LUG A VACUUM...PLUG IN A BEAM	Canada	510844	306036	AB Electrolux
ANTI-GAFFES	Canada	574994	340362	AB Electrolux
BEAM	Canada	693047	417322	AB Electrolux
BEAM & DESIGN	Canada	1332616	757917	AB Electrolux
GOOF-PROOF	Canada	545266	323310	AB Electrolux
HOSE AND HANDS DESIGN	Canada	552099	318949	AB Electrolux
SMARTSYSTEM	Canada	607684	353108	AB Electrolux
BEAM	Canada	654879	401587	AB Electrolux
BEAM	Canada	475818	269550	AB Electrolux
BEAM ALLIANCE	Canada	1614696	TMA924182	AB Electrolux
SMART	Canada	673923	391051	AB Electrolux
SMART	Ireland	98/2021	215825	AB Electrolux
SMART	Norway	19913354	162278	AB Electrolux
BEAM ALLIANCE	Australia	1541198	1541198	EHCP US
BEAM ALLIANCE	Brazil	840433255		EHCP US
BEAM ALLIANCE	European Community	11578291		EHCP US
BEAM ALLIANCE	Israel	253593	253593	EHCP US
BEAM ALLIANCE	New Zealand	972767	972767	EHCP US
BEAM ALLIANCE	Russian Federation	2013704899	537188	EHCP US
BEAM ALLIANCE	Taiwan	102013791	1624328	EHCP US
ADVOCATE	Canada	1195433	676550	EHCP US
AFUERA	Canada	1189207	671174	EHCP US
ATLIS	Canada	1113025	595952	EHCP US
CENTRA VAC	Canada	597467	363331	EHCP US
CLEANING ESSENTIALS	Canada	1188470	663355	EHCP US
CLEAN SWEEP	Canada	718468	455671	AB Electrolux
CONDOVAC	Canada	479775	276772	EHCP US
ON-GUARD	Canada	1331645	758534	EHCP US
POWERLINE	Canada	1246064	716700	EHCP US
POWERLINE AND DESIGN	Canada	1246063	715524	EHCP US
PRISM	Canada	1312617	690390	EHCP US
SERENITY	Canada	815808	507656	EHCP US
SMART SYSTEM & Design	Canada	609012	363885	AB Electrolux
SOLAIRE	Canada	1269026	736241	EHCP US
SONAR VAC	Canada	597466	394047	EHCP US
THE LAST VACUUM YOU'LL EVER BUY	Canada	553979	320890	AB Electrolux
TRIUMPH	Canada	1257253	716699	EHCP US
VENTILINK	Canada	1113026	595224	EHCP US
YELLOW JACKET	Canada	1257250	716195	EHCP US

Mark	Country	Application No.	Registration No.	Owner/ Assignor
BEAM-CLEAN	Canada	620119	391474	AB Electrolux
BEAM & Design (Slash)	China	1137489	1137489	EHCP US
BEAM and Design	China	6989532	6989532	EHCP US
BEAM and Design	China	6989538	6989538	EHCP US
BEAM AND SLASH DESIGN	China	6989537	6989537	EHCP US
BEAM IN CHINESE CHARACTERS (1)	China	6989536	6989536	EHCP US
BEAM IN CHINESE CHARACTERS (1)	China	6989535	6989535	EHCP US
BEAM IN CHINESE CHARACTERS (2)	China	6989534	6989534	EHCP US
BEAM IN CHINESE CHARACTERS (2)	China	6989533	6989533	EHCP US
BEAM ALLIANCE	China	12173171	12173171	EHCP US
BEAM & DESIGN (SLASH)	Cyprus	47084	47084	EHCP US
BEAM	Denmark	VA199502650	VR199601064	EHCP US
BEAM & SLASH DESIGN	European Community	78006	78006	EHCP US
BEAM & Design	European Community	12545943	12545943	EHCP US
BEAM & SLASH DESIGN	France	99767704	99767704	EHCP US
BEAM & DESIGN (SLASH)	Hong Kong	199407326	199605235	EHCP US
BEAM & DESIGN (SLASH)	Ireland	203422	203422	EHCP US
BEAM-VAC	Ireland	134677	134677	EHCP US
BEAM & Design (SLASH)	Israel	124135	124135	EHCP US
BEAM & DESIGN (SLASH)	Italy	PN2009C00001 1	1356777	EHCP US
BEAM & DESIGN (SLASH)	Mexico	194864	463378	EHCP US
BEAM & DESIGN (SLASH)	New Zealand	272025	272025	EHCP US
BEAM	Norway	19844182	128463	EHCP US
BEAM & Design (Slash)	Norway	19970517	186281	EHCP US
BEAM BUILT-IN VACUUMS & Design	Norway	19943468	168569	EHCP US
BEAM	Portugal	309029	309029	EHCP US
BEAM	Russian Federation	2008729139	395351	EHCP US
BEAM and Slash Design	Russian Federation	2008729136	395350	EHCP US
BEAM & DESIGN (SLASH)	South Africa		99/20324	EHCP US
BEAM & DESIGN	Switzerland	50843/2006	545102	EHCP US
BEAM Logo	Turkey	2014/59480	2014/59480	EHCP US
BEAM AND DESIGN (SLASH)	United Kingdom	2121388	2121388	EHCP US
BEAM	United States of America	73/477679	1325462	EHCP US
BEAM And Design	United States of America	74/151305	1678274	EHCP US
BEAM And Design	United States of America	77/083488	3427672	EHCP US
KICKSWEEP	United States of America	78/704256	3336453	EHCP US
RUGMASTER PLUS	United States of America	75/056975	2028887	EHCP US
SERENITY	United States	75/069519	2045818	EHCP US

Mark	Country	Application No.	Registration No.	Owner/ Assignor
	of America			
SOLAIRE	United States of America	78/689608	3266124	EHCP US
SOUND OFF	United States of America	75/103177	2050890	EHCP US
TRIUMPH	United States of America	78/511370	3143322	EHCP US
BEAM ALLIANCE	United States of America	85/853452	4641825	EHCP US
VERSATILITY	Canada	1331954	757966	EHCP US
BEAM	Ukraine	26851		EHCP US
BEAM (Logo)	Ukraine	26852		EHCP US
PROPATH	United States of America	86/584,277		EHCP US
PROPATH	Canada	1854591		EHCP US

3. Domain Names

Domain Name	Registrar	Registrant Organization
beam.com	CSC Corporate Domains, Inc.	AB Electrolux
beamcentralvacuums.com	CSC Corporate Domains, Inc.	AB Electrolux
beamdealer.com	CSC Corporate Domains, Inc.	AB Electrolux
beamvac.ca	CSC Corporate Domains (canada) Company	Electrolux Home Care Products Canada Inc.
beamvac.com	CSC Corporate Domains, Inc.	AB Electrolux
beamvacuum.ca	CSC Corporate Domains (canada) Company	Electrolux Home Care Products Canada Inc.
beamvacuumstore.com	CSC Corporate Domains, Inc.	AB Electrolux
buybeam.ca	CSC Corporate Domains (canada) Company	Electrolux Home Care Products Canada Inc.
buybeam.com	CSC Corporate Domains, Inc.	AB Electrolux
buybeamonline.com	CSC Corporate Domains, Inc.	AB Electrolux
beamcommercial.com	CSC Corporate Domains, Inc.	AB Electrolux
beamvac.dk	DK Hostmaster A/S	AB Electrolux
Beamcanada.com	CSC Corporate Domains, Inc.	AB Electrolux

4. Social Media

<https://www.facebook.com/OfficialBeamCentralVacuums/>