

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498343

<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>
Nilfisk, Inc.		10/29/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueFin Carpet Company, LLC		
<b>Street Address:</b>	100 S. Murren Road, Suite 102		
<b>City:</b>	Valrico		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33594		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2201156	O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER	
<b>Registration Number:</b>	1180879	HYDRA MASTER	
<b>Registration Number:</b>	2882089	KING COBRA	
<b>Registration Number:</b>	1829130	SAFECLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132212900		
<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>	8132213900		
<b>Email:</b>	christina.allen@hwhlaw.com		
<b>Correspondent Name:</b>	Stephen E. Kelly, Esq.		
<b>Address Line 1:</b>	101 E. Kennedy Blvd., Suite 3700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Stephen E. Kelly		
<b>SIGNATURE:</b>	/s/ Stephen E. Kelly		
<b>DATE SIGNED:</b>	11/15/2018		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into as of October 29, 2018 ("Effective Date"), by and between Nilfisk, Inc., a Minnesota corporation (the "Seller"), and Nilfisk A/S, a Danish limited company, on the one hand, (Nilfisk A/S, and together with the Seller, the "Assignors"), and BlueFin Carpet Company, LLC, a Florida limited liability company ("Assignee"), on the other hand.

### Background

WHEREAS, on or about June 5, 2015, Nilfisk-Advance, Inc. changed its name to Nilfisk, Inc.;

WHEREAS, USP Holding Corp. was merged into Seller, effective December 31, 2009 (the "USP Merger");

WHEREAS, HydraMaster North America, Inc. was merged into Seller, effective December 31, 2010 (the "HydraMaster Merger" and together with the USP Merger, the "Mergers"); and

WHEREAS, Seller and Assignee entered into that certain Asset Purchase Agreement dated as of October 10, 2018 ("Purchase Agreement") with respect to, among other things, the purchase and sale of substantially all of the assets of the Seller's HydraMaster business division, including, without limitation, the IP Assets defined herein. As required by the Purchase Agreement, Assignors wish to assign the IP Assets to Assignee subject to the terms and conditions of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Intellectual Property Assets. As used herein, the term "IP Assets" means: (i) the patents and pending patent applications identified in Schedule A, attached hereto and incorporated herein by this reference, together with all non-provisionals, continuations, divisionals, continuations-in-part, reissues, reexaminations, extensions, and all other patent applications that claim priority to or claim the benefit thereof, and all counterpart applications and patents thereof in any countries foreign to the United States of America, including all rights under any and all international conventions and treaties, together with all of the ideas, inventions, improvements, methods, trade secrets and processes disclosed and/or claimed in any of the foregoing (collectively, the "Patents"); and (ii) the trademark rights identified in Schedule A, and all extensions and renewals thereof, both foreign and domestic, together with the goodwill of the business symbolized by and associated with all of the foregoing (collectively, the "Trademarks").

2. Assignment. Assignors hereby irrevocably and unconditionally grant, convey, transfer, and assign to Assignee: (i) all of Assignors' right, title, and interest in and to the IP Assets the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; (ii) all rights to income, royalties, and license fees derived from the IP Assets from and after the Effective Date; (iii) all causes of actions, claims, and rights to damages or profits, arising by reason of past, present, and future infringements of the IP Assets, or injury to the goodwill associated with the Trademarks or other IP Assets, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns, and other legal representatives.

3. Representation. The Assignors hereby represent and warrant (i) that all right, title and interest in, to and under the IP Assets were transferred and conveyed to the Assignors by way of the Mergers and (ii) that the Assignors have good and marketable fee title to all of the IP Assets, free and clear of all Liens other than Permitted Liens. The Assignors and Assignee hereby acknowledge and agree that any breach of this representation and warranty will be governed by Section 7.1 of the Purchase Agreement and that nothing contained in the Purchase Agreement will preclude or prohibit the Assignee from pursuing a claim for indemnification by the Seller under the Purchase Agreement.

4. Assistance. Upon reasonable written request from Assignee and at Assignee's sole expense, Assignors agree to cooperate with Assignee to perform all acts reasonably deemed necessary to permit and assist Assignee in perfecting and enforcing, to the extent assigned to Assignee hereunder, the full benefits, enjoyment, rights, title, and interest in the IP Assets throughout the United States and any other jurisdictions in which such IP Assets are registered, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include the execution of documents, including any and all powers of attorney, assignments, declarations, affidavits, exhibits, oaths, and any other papers in connection therewith reasonably necessary to perfect the assignment of the IP Assets to Assignor.

5. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its principles of conflicts of laws. Each of the Assignors and Assignee irrevocably and unconditionally: (i) agrees and consents, with respect to any dispute arising out of or relating to this Assignment, to be subject to the exclusive jurisdiction of the state or federal courts of New York, New York; (ii) waives any objection to such venue; and (iii) waives trial by jury in any action or proceeding relating to this Assignment or transactions contemplated hereby.

6. Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or of any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Assignment, effective as of the Effective Date.

**ASSIGNORS:**

**Nilfisk, Inc.**

By: \_\_\_\_\_

Name: Emilie Vingtoft Rye-Andersen

Title: Authorized Representative

By: \_\_\_\_\_

Name: Morten Mathiesen

Title: Authorized Representative

**Nilfisk A/S**

By: \_\_\_\_\_

Name: Emilie Vingtoft Rye-Andersen

Title: Authorized Representative

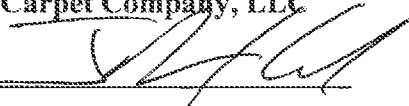
By: \_\_\_\_\_

Name: Morten Mathiesen

Title: Authorized Representative

**ASSIGNEE:**

**BlueFin Carpet Company, LLC**

By:  \_\_\_\_\_

Name: Joshua Howard

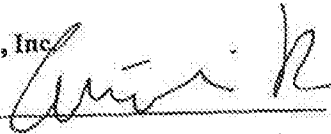
Title: President

*[Signature Page to Patent Assignment Agreement]*

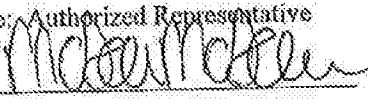
IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Assignment, effective as of the Effective Date.

ASSIGNORS:

Nilfisk, Inc.

By:   
Name: Emilie Vingtoft Rye-Andersen

Title: Authorized Representative

By:   
Name: Morten Mathiesen

Title: Authorized Representative

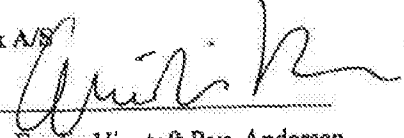
ASSIGNEE:

BlueFin Carpet Company, LLC

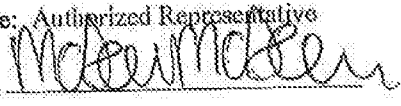
By: \_\_\_\_\_  
Name: Joshua Howard

Title: President

Nilfisk A/S

By:   
Name: Emilie Vingtoft Rye-Andersen

Title: Authorized Representative

By:   
Name: Morten Mathiesen

Title: Authorized Representative

[Signature Page to Patent Assignment Agreement]

**Schedule A – IP Assets**

As used in the Assignment of Intellectual Property by and between Nilfisk, Inc., a Minnesota corporation, and Nilfisk A/S, a Danish limited company, on the one hand, and BlueFin Carpet Company, LLC, a Florida limited liability company, on the other hand, the IP Assets include the Patents and Trademarks as set forth below.

**I. Patents.**

The “Patents” include the following U.S. patents and pending applications:



<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Owner / Assignor</b>
Sprayless Surface Cleaner	7,070,662	2006-07-04	10/778,887	2004-02-12	Nilfisk A/S
Carpet Cleaning Wand Having Uniform Air Flow Distribution	8,312,594	2012-11-20	12/215,704	2008-06-27	Nilfisk A/S
Cleaning Apparatus For Dispensing A Heated Cleaning Fluid	7,171,721	2007-02-06	10/663,182	2003-09-15	Nilfisk A/S
Cleaning System Utilizing A Regenerative Blower	--	--	61/792,754	2013-03-15	Nilfisk-Advance, Inc.
Cleaning System Utilizing A Regenerative Blower	9,345,373	2016-05-24	14/203,169	2014-03-10	Nilfisk A/S
Floor Cleaning Tool	7,694,382	2010-04-13	11/789,743	2007-04-24	USP Holding Corp.
Cleaning System Utilizing A Regenerative Blower	10,064,532	2018-09-04	15/162,137	2016-05-23	Nilfisk A/S
Sprayless Surface Cleaner	6,243,914	2001-06-12	09/366,941	1999-08-04	HydraMaster North America, Inc.
Sprayless Surface Cleaner	RE39,623	2007-05-15	10/459,325	1999-08-04	Nilfisk-Advance, Inc.
Sprayless Surface	RE41,367	2010-06-08	11/484,031	1999-08-04	Nilfisk-

Title	Patent No.	Issue Date	Serial No.	Filing Date	Owner / Assignor
Cleaner					Advance, Inc.; HydraMaster North America, Inc.
Heat Exchanger	8,032,979	2011-10-11	11/363,341	2006-02-27	Nilfisk, Inc.
Three-Point Mount for an Industrial Carpet Cleaner	7,600,289	2009-10-13	10/872,971	2004-06-21	Hydramaster North America, Inc.
Direct Drive Industrial Carpet Cleaner	7,208,050	2007-04-24	10/329,227	2002-12-23	Hydramaster North America, Inc.
Portable Extractor Machine	--	--	13/672519	2012-11-08	Nilfisk-Advance, Inc.

## II. Trademarks.

The Trademarks include the following registered trademarks and common law rights, and all related logos, stylizations, and source identifiers:

### A. Registered Marks.

Mark	Country	Reg. No.	Class of Goods / Services	Owner
	US	2,201,156	09	Nilfisk-Advance, Inc.
	Canada	353,924	07	Nilfisk, Inc.
HYDRAMASTER	US	1,180,879	07	Nilfisk, Inc.
HYDRAMASTER	European Union	9,074,402	07	Nilfisk A/S



<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Class of Goods / Services</b>	<b>Owner</b>
HYDRA MASTER	Canada	TMA401969	09	Nilfisk, Inc.
HYDRAMASTER	Australia	650,909	09	Nilfisk, Inc.
KING COBRA	US	2,882,089	07	Nilfisk-Advance, Inc.
SAFECLEAN	US	1,829,130	03	Nilfisk-Advance, Inc.
SAFECLEAN	Canada	TMA432690	03	Nilfisk, Inc.

B. Common Law Marks:

**ROTARY JET EXTRACTOR**

**O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER**

**CLEANMASTER**

**TREADMASTER**

**RINSE MATE**