

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537047

| | | | |
|---|--|-------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chemstar Corp. | | 08/01/2019 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Ecolab USA Inc. | | |
| Street Address: | 1 Ecolab Place | | |
| City: | St. Paul | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55102 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5174290 | CHEMSTAR | |
| Registration Number: | 5174291 | CHEMSTAR | |
| Registration Number: | 4269182 | FLORAFRESH | |
| Registration Number: | 5198421 | PRODUCE MAXX | |
| Registration Number: | 5198420 | PRODUCE MAXX | |
| Registration Number: | 4760863 | PRODUCEFRESH | |
| Registration Number: | 4549231 | PRODUCEFRESH | |
| Registration Number: | 4600060 | SAFEMIST | |
| Serial Number: | 88349593 | STERILOX | |
| Serial Number: | 87816034 | | |
| Serial Number: | 88471882 | STERILOX FRESH | |
| Serial Number: | 88471864 | CHEMSTAR STERILOX FRESH | |
| Serial Number: | 88412627 | PRODUCEFRESH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6126077100 | | |
| <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: | 6126077325 | | |
| Email: | bgrahn@foxrothschild.com | | |

OP \$340.00 5174290

Correspondent Name: Barbara J Grahn
Address Line 1: 222 South Ninth St
Address Line 2: Suite 2000
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 203114.00317

NAME OF SUBMITTER: Barbara J Grahn

SIGNATURE: /bjg/

DATE SIGNED: 08/17/2019

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Chemstar Corp., a Florida corporation (hereinafter "Assignor") owns certain right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), including, but not limited to, the registrations and applications for registration of certain of the Marks identified on Schedule A, and the goodwill associated therewith (the Marks, such applications and registrations and such goodwill, collectively, the "Trademarks"); and

WHEREAS, Ecolab USA Inc., a Delaware corporation (hereinafter "Assignee"), as the designee of Ecolab Inc. ("Ecolab"), is desirous of acquiring the rights in Assignor's Marks as contemplated in the Asset Purchase Agreement, dated as of June 11, 2019, by and among Assignor, Ecolab and James F. Schurman (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee and Assignee hereby accepts Assignor's entire right, title and interest in and to the Trademarks, including the Marks and all applications and registrations identified on the attached Schedule A, and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks, 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 the Assignor if this Assignment of Trademarks (this "Assignment") had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Commissioner for Trademarks of the United States, or the analogous individual or agency responsible for trademarks, service marks, trade/assumed names in other countries referenced in Schedule A, to record and register this Assignment upon request by Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives.

3. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

4. Nothing contained in this Assignment shall be deemed to release either Assignor or Assignee in any way from any of their respective obligations under the Purchase Agreement, or to supersede, enlarge on or modify any of the obligations, agreements, covenants, representations or warranties of either Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, then the terms and provisions of the Purchase Agreement shall govern and control.

5. This Assignment shall be governed, construed and enforced in accordance with the internal substantive laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including matters of validity, construction, effect, performance and remedies.

6. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment of Trademarks as of the date first above written.

CHEMSTAR CORP.

Date: August 1, 2019

By: 

Name: Tom H. David

Title: CEO

ECOLAB USA INC.

Date: _____, 2019

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment of Trademarks as of the date first above written.

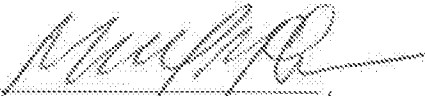
CHEMSTAR CORP.

Date: _____, 2019

By: _____
Name:
Title:

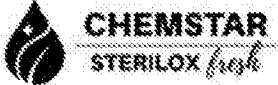
ECOLAB USA INC.

Date: August _____, 2019

By: 
Name: Michael McConick
Title: Authorized Signatory

SCHEDULE A

| Trademark | Jurisdiction | Status | App. No. | Reg. No. | Class(es) |
|--------------------------|--------------------------|--|-----------------|-----------------|------------------|
| CHEMSTAR | Colombia | Registered | SD2017/0065821 | 597683 | 3 |
| CHEMSTAR | Colombia | Registered | SD2017/0065836 | 598116 | 21 |
| CHEMSTAR | Ecuador | Pending | 1852-2016 | | 3 |
| CHEMSTAR | Ecuador | Pending | 1951-2016 | | 5 |
| CHEMSTAR | United States of America | Registered | 86874090 | 5174290 | 21 |
| CHEMSTAR | United States of America | Registered | 86874092 | 5174291 | 41 |
| FLORAFRESH | Canada | Registered | 1543409 | TMA906020 | 7, 11 |
| FLORAFRESH | Colombia | Registered | SD2017/0065843 | 597682 | 11 |
| FLORAFRESH | Colombia | Registered | SD2017/0065851 | 593844 | 5 |
| FLORAFRESH | Colombia | Registered | SD2017/0065854 | 593843 | 1 |
| FLORAFRESH | EUTM | Registered | 1119781 | 1119781 | 1, 5, 11 |
| FLORAFRESH | United States of America | Registered | 85416655 | 4269182 | 1, 5 |
| FLORAFRESH | WIPO | Registered | 1119781 | 1119781 | 1, 5, 11 |
| PRODUCE MAXX | Canada | Registered | 1786062 | TMA979850 | 5 |
| PRODUCE MAXX | Colombia | Pending | 2017/0065861 | | 5 |
| PRODUCE MAXX | United States of America | Registered | 87052019 | 5198421 | 5 |
| PRODUCE MAXX (& Design) | Canada | Registered | 1786067 | TMA979852 | 5 |
| PRODUCE MAXX (& Design) | United States of America | Registered | 87051155 | 5198420 | 5 |
| PRODUCEFRESH (& Design) | United States of America | Registered | 86017281 | 4760863 | 11 |
| PRODUCEFRESH (& Design) | United States of America | Registered | 86017303 | 4549231 | 5 |
| SAFEMIST (& Design) | Canada | Registered | 1667005 | TMA929065 | 8 |
| SAFEMIST (& Design) | United States of America | Registered | 86059315 | 4600060 | 11 |
| STERILOX | United States of America | Pending/initially refused on June 10, 2019 | 88349593 | | 1, 5 |
| Water Drop (Design Only) | United States of | Pending | 87816034 | | 1, 3, 5, 11, 21 |

| Trademark | Jurisdiction | Status | App. No. | Reg. No. | Class(es) |
|---|--------------------------|---------|----------|----------|-----------|
| | America | | | | |
| STERILOX FRESH | United States of America | Pending | 88471882 | | 1, 5 |
|  | United States of America | Pending | 88471864 | | 1, 5 |
| PRODUCEFRESH | United States of America | Pending | 88412627 | | 5 |