

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZHF GROUP, LLC		12/27/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	MERC ACQUISITIONS, INC.		
Doing Business As:	Electric Sweeper Service Co.		
Street Address:	1933 Highland Road		
City:	Twinsburg		
State/Country:	OHIO		
Postal Code:	44087		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3042712	DVC ALLERGEN PERFORMANCE	
Registration Number:	1712680	MICRO-LINED	
Registration Number:	2930891	DVC	
Registration Number:	1685783	MICRO-LINER	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	39290.04001		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	01/21/2020		

CH \$115.00 3042712

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “**Trademark Assignment**”) effective as of December 27, 2019 (“**Effective Date**”), is made by and between ZHF Group, LLC, an Ohio limited liability company (“**Assignor**”), and MERC Acquisitions, Inc., an Ohio corporation d/b/a Electric Sweeper Service Co. (“**Assignee**”) (Assignor and Assignee are collectively referred to herein as the “**Parties**” and each are referred to individually as a “**Party**”).

WHEREAS, Assignor, Assignee, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), providing for the execution and delivery of this Trademark Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignor the Purchased Assets, including, among other assets, certain Intellectual Property, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall, at Assignee's sole expense, take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

ZHF GROUP, LLC

By: Mark W. Howard

ACKNOWLEDGMENT

STATE OF OHIO

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COUNTY OF CUYAHOGA

On the 2nd day of January, ~~2019~~ ²⁰²⁰, before me personally appeared Mark W. Howard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Manager of ZHF Group, LLC, and acknowledged the instrument to be his/her free act and deed/the free act and deed of ZHF Group, LLC for the uses and purposes mentioned in the instrument.

Michael J. Shapiro
Notary Public
Printed Name:

MICHAEL J. SHAPIRO, Attorney-at-Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

My Commission Expires: _____

AGREED TO AND ACCEPTED:

ASSIGNEE:

MERC ACQUISITIONS, INC.

By: _____
Name: Robert Glockner
Title: Chief Executive Officer and President

ACKNOWLEDGMENT

STATE OF OHIO

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COUNTY OF SUMMIT

On the _____ day of _____, 2019, before me personally appeared Robert Glockner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Chief Executive Officer and President of MERC Acquisitions, Inc., and acknowledged the instrument to be his/her free act and deed/the free act and deed of MERC Acquisitions, Inc. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: _____

[Signature Page to Trademark Assignment]

SCHEDULE I - TRADEMARKS

Registered/Pending Trademarks:

Trademark	Country	App. No. Reg. No.	Filing Date Reg. Date	Owner	Status
DVC ALLERGEN PERFORMANCE	U.S.	3,042,712	01/10/2006	ZHF Group, LLC	Registered & Incontestable; renewal due 01/10/2026
MICRO-LINED	U.S.	1,712,680	09/01/1992	ZHF Group, LLC	Registered & Incontestable; renewal due 09/01/2022
DVC	U.S.	2,930,891	03/08/2005	ZHF Group, LLC	Registered & Incontestable; renewal due 03/08/2025
MICRO-LINER	U.S.	1,685,783	05/05/1992	ZHF Group, LLC	Registered & Incontestable; renewal due 05/05/2022
DVC	Canada	(1,992,797)	(10/29/2019)	ZHF Group, LLC	Pending
DVC ALLERGEN PERFORMANCE	Canada	TMA679779 (1,212,990)	01/19/2007 (04/13/2004)	MHLL Enterprises, LLC*	Registered

*Chain of title to be updated to identify ZHF Group, LLC as current owner by filing all necessary documents with the Canadian Trademark Office.