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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM660988

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Blastrac Global, Inc.		12/31/2020	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	Husqvarna AB
Street Address:	DROTTNINGGATAN 2
City:	Huskvarna
State/Country:	SWEDEN
Postal Code:	56182
Entity Type:	Private Limited Liability Company: SWEDEN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5255183	SILICA STACKING

CORRESPONDENCE DATA

Fax Number: 4048156555

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: 4048156500

Email: byates@kilpatricktownsend.com

Correspondent Name: Barbara Yates, Paralegal

Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Atlanta, GEORGIA 30309-4528

ATTORNEY DOCKET NUMBER:	1249083
NAME OF SUBMITTER:	Barbara Yates
SIGNATURE:	/Barbara Yates/
DATE SIGNED:	07/19/2021

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "<u>Agreement</u>") is made and effective as of December 31, 2020 (the "<u>Effective Date</u>") by and between Husqvarna AB, a Swedish private limited liability company ("<u>Assignee</u>"), on the one hand, and Blastrac Global, Inc., a Delaware corporation ("<u>Blastrac Global</u>"), Blastrac N.A., Inc., a Delaware corporation ("<u>Blastrac N.A.</u>"), and Global Polishing Solutions LLC dba Diamatic Management Services, a Delaware limited liability company ("<u>Global Polishing</u>", and together with Blastrac Global and Blastrac N.A., "<u>Assignors</u>"), on the other hand (each a "<u>Party</u>," and collectively, the "<u>Parties</u>"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

- A. Husqvarna Holding AB, a Swedish private limited liability company, Husqvarna Construction Products North America, Inc., a Delaware corporation, Husqvarna Canada Corp., a Canadian corporation, Blastrac Global, Blastrac N.A., and Blastrac Global (Canada) Ltd., a Canadian corporation, have entered into that certain Asset Purchase Agreement, dated as of November 23, 2020 (the "Purchase Agreement").
- B. Pursuant to the Purchase Agreement, Assignee and Husqvarna Construction Products North America, Inc. (collectively, "<u>US Purchasers</u>"), on the one hand, and Assignors, on the other hand, are parties to the Bill of Sale dated as of the Effective Date ("<u>US Bill of Sale</u>").
- C. Pursuant to the Purchase Agreement, Assignee and Husqvarna Canada Corp. (collectively, "<u>Canada Purchasers</u>") and Blastrac Global (Canada) Ltd. ("<u>Canada Seller</u>") are parties to the Bill of Sale dated as of the Effective Date ("<u>Canada Bill of Sale</u>", and together with the US Bill of Sale, the "<u>Bills of Sale</u>").
- D. Pursuant to the Bills of Sale, Assignors have sold, assigned, transferred and delivered (collectively, "Transferred") to Assignee, all of each Assignor's right, title and interest in and to the Purchased Assets, including the Trademarks listed on <u>Exhibit A</u> (Assigned Trademarks), including each Trademark registration and application for Trademark registration listed thereon ("<u>Assigned Trademarks</u>").
- E. This Agreement is being entered into to evidence and effectuate the Transfer and delivery of the Assigned Trademarks by each Assignor to Assignee in accordance with the terms of the Purchase Agreement and the Bills of Sale.

Accordingly, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, subject to the terms and conditions of the Purchase Agreement, as follows:

ARTICLE I ASSIGNMENT OF ASSIGNED TRADEMARKS

1.1 <u>Assignment</u>. Each Assignor hereby irrevocably Transfers and delivers to Assignee, and Assignee hereby accepts, all of such Assignor's right, title and interest in and to

the Assigned Trademarks, including without limitation: (a) all rights in and to any of the foregoing, anywhere in the world, including all registrations, applications for registration and common law rights; (b) all renewals and extensions of the Assigned Trademarks; (c) all goodwill of the Business connected with the use of, and symbolized by, each Assigned Trademark; (d) all income, royalties, proceeds at any time due or payable or asserted under and with respect to any of the foregoing; and (e) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, 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 such Assignor if this sale, conveyance, transfer and assignment had not been made.

- 1.2 <u>Recordation</u>. Each Assignor and Assignee authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar Governmental Bodies in countries foreign to the United States to record Assignee as the assignee and owner of all right, title and interest in and to the Assigned Trademarks to Assignee.
- 1.3 <u>Further Assurances</u>. Each Party hereto will execute and cause to be delivered to each other Party hereto such instruments and other documents, and will take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

ARTICLE II MISCELLANEOUS

- 2.1 <u>Binding Effect</u>. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 2.2 <u>Headings</u>. The headings contained in this Agreement are for the convenience of reference only, will not be deemed to be a part of this Agreement and will not be referred to in connection with the construction or interpretation of this Agreement.
- 2.3 <u>Entire Agreement</u>. This Agreement, the Purchase Agreement and all documents and instruments referred to herein and therein constitute the entire agreement among the Parties and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof.
- 2.4 <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
 - 2.5 Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury.
- (a) This Agreement will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any legal action or other Legal Proceeding relating to this Agreement or the enforcement of any provision of this Agreement will be brought or otherwise commenced exclusively in any state or federal court located in the State of Delaware. Each Party:
- (i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court

located in the State of Delaware), in connection with any Legal Proceeding arising under this Agreement;

- (ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to such Party at the address set forth in Section 10.10 of the Purchase Agreement will constitute effective service of such process, summons, notice or document for purposes of any such Legal Proceeding;
- (iii) agrees that each state and federal court located in the State of Delaware will be deemed a convenient forum; and
- (iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such Legal Proceeding commenced in any state or federal court located in the State of Delaware, any claim by any Assignors or Assignee that it is not subject personally to the jurisdiction of such court, that such Legal Proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.
- (b) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- 2.6 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, and will 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. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means will be deemed to be their original signatures for all purposes.
- 2.7 <u>Purchase Agreement</u>. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

[SIGNATURE PAGE FOLLOWS]

The Parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

ASSIGNORS:

BLASTRAC GLOBAL, INC.

Docusigned by:

Richard Bard

By: Name: Richard H. Bard

Title: Chairman

BLASTRAC N.A., INC.

By: Richard Bard

~DocuSigned by:

Name: Richard H. Bard

Title: Chairman

GLOBAL POLISHING SOLUTIONS LLC DBA DIAMATIC MANAGEMENT SERVICES

DocuSigned by:

Name: Richard H. Bard

Title: Chairman

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

ASSIGNEE:

HUSQVARNA AB

Ву:

Name: Karin Falk

Title: President Construction Division

Ву:

Name: Brian S. Belanger

Karin Falk

Title:

General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

EXHIBIT A

Assigned Trademarks

MX	P	⊐	풎	GB	丑	ES	Ŗ	Æ	오	CA	BX	R	ΑU	Country
Blastrac N.A., Inc.	Owner													
BLASTRAC	Trademark													
131517	105953/1991	18275C/82	9200094	1171607	626235	1002027	821333	W32250/7Wz	2124	691475	0649388	816618801	565163	Application No.
27-Jan- 1992	11-Oct- 1991	26-Mar- 1982	06-Jan- 1992	16-Mar- 1982	08-Apr- 1982	30-Mar- 1982	19-Mar- 1982	24-Mar- 1982	05-Apr- 1982	10-Oct- 1991	02-Apr- 1982	03-Feb- 1992	11-Oct- 1991	Filing Date
Registered	Status													
413588	2706205	1488172	199406083	1171607	1200912	1002027	VR198203889	1052267	319261	TMA412348	0381463	816618801	A565163	Registration No.
15-May- 1992	28-Apr-1995	24-Feb-1986	18-Oct-1994	16-Mar-1982	08-Apr-1982	21-Mar-1983	29-Oct-1982	12-Aug-1983	05-Apr-1982	14-May- 1993	02-Apr-1982	03-Nov-1993	03-May- 1993	Registration Date

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MΥ	LK	₹	₽	10	CN	EM	CL	S	WT	<u>S</u>	SG	SE	RU	믿	N	NO	Country
Blastrac N.A., Inc.	Blastrac N.A., Inc.	Blastrac N.A., Inc.	Blastrac N.A., Inc.	Blastrac, N.A., Inc.	Blastrac N.A., Inc.	Owner											
BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	BLASTRAC	Trademark
2008-15458	146656	1719851	D00.2008.035740	6817406	6809198	7073381	642166	73/010542	80048668	Z9571546	224/92	82-1857	95712996	Z 153626	213589	19943649	Application No.
05-Aug- 2008	25-Aug- 2008	11-Aug- 2008	26-Sep- 2008	02-Jul- 2008	27-Jun- 2008	17-Jul- 2008	31-Mar- 2004	09-Jan- 1974	01-Feb- 1993	01-Dec- 1995	09-Jan- 1992	22-Mar- 1982	15-Nov- 1995	22-Nov- 1995	11-Oct- 1991	30-Jun- 1994	Filing Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
2008-15458	146656	1719851	IDM000299131	6817406	6809198	7073381	1180071	993371	585412	9571546	T92/00224G	182846	150076	R-107350	213589	173107	Registration No.
09-Dec-2010	16-Jan-2019	19-Jan-2017	31-Mar-2011	13-Apr-2010	13-Apr-2010	15-Apr-2009	06-Jan-2005	24-Sep-1974	01-Feb-1993	22-Apr-1997	09-Jan-1992	20-Aug-1982	17-Feb-1997	30-Jun-1999	26-Aug-1996	15-May- 1996	Registration Date

Ą	CA	SU	g G	N	Ą	ΑU	N	JP	ΑU	Ā	ų.	EM	Ź	코	모	Country
Blastrac Global, Inc.	Blastrac Global, Inc.	Blastrac Global, Inc.	Blastrac N.A., Inc.	Blastrac N.A., Inc.	Blastrac N.A., Inc.	Owner										
DIALOC	DIALOC	VELOX	VELOX	SILEX	SILEX	SILEX	DIAMATIC	DIAMATIC	DIAMATIC	BLASTRAC	BLASTRAC (AND DESIGN)	DIAMATIC	BLASTRAC	BLASTRAC	BLASTRAC	Trademark
2020-022800	2051422	87/849473	2020-022799	1129457	2020-022798	2035197	1129298	2020-022796	2034788	40-2014-0046217	2013-000051	011994944	4-2008-16477	707120	4-2008-009896	Application No.
03-Mar- 2020	14-Sep- 2020	26-Mar- 2018	03-Mar- 2020	05-Sep- 2019	03-Mar- 2020	05-Sep- 2019	04-Sep- 2019	03-Mar- 2020	04-Sep- 2019	09-Jul- 2014	04-Jan- 2013	18-Jul- 2013	01-Aug- 2008	05-Sep- 2008	14-Aug- 2008	Filing Date
Pending	Pending	Registered	Pending	Registered	Pending	Pending	Registered	Pending	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
		5600787		1129457			1129298		2034788	40-1090420	5661978	011994944	144882	TM326146	4-2008-009896	Registration No.
		06-Nov-2018		06-Mar 2020			05-Mar-2020		04-May- 2020		04-Apr-2014	11-Dec-2013	14-Apr-2010	05-Sep-2008	26-Aug-2010	Registration Date

S	US	S	US	Benelux	Ą	ZZ	ک	US	US	US	US	å	US	Country
Blastrac N.A., Inc.*	Blastrac N.A., Inc.*	Blastrac N.A., Inc.*	Blastrac N.A., Inc.*	Blastrac B.V.	Blastrac Global, Inc.	Blastrac Global, Inc.	Blastrac Global, Inc.	Blastrac Global, Inc.	Owner					
ULTRA CUT	ULTRA EDGE	DIAMATIC	DIAMATIC MANAGEMENT SERVICES	HEGER	ULTRAFLOR	ULTRAFLOR	ULTRAFLOR	SILICA STACKING		SILEX CUSTOM CONCRETE SOLUTIONS (AND DESIGN) CUSTOM CONCRETE SOLUTIONS	SILEX	DIAMAG	DIALOC	Trademark
88002296	88002275	87849510	87849545	1271757	2020-022797	1129297	2034787	87262189	87022735	86812242	86812213	2020-022801	90/157777	Application No.
15-June- 2018	15-June- 2018	26-Mar- 2018	26-Mar- 2018	12-July- 2012	3-Mar- 2020	4-Sep- 2019	4-Sep- 2019	8-Dec- 2016	3-May- 2016	6-Nov- 2015	6-Nov- 2015	03-Mar- 2020	03-Sep- 2020	Filing Date
Registered	Registered	Registered	Registered	Registered	Pending	Registered	Registered	Registered	Registered	Registered	Registered	Pending	Pending	Status
5773175	5773174	5600789	5754738	941091		1129297	2034787	5255183	5267124	5200854	4996925			Registration No.
11-June- 2019	11-June- 2019	6-Nov-2018	21-May-2019	17-July-2013		5-Mar-2020	4-Sep-2019	1-Aug-2017	15-Aug-2017	9-May-2017	12-Jul-2016			Registration Date

RECORDED: 07/19/2021

S	S	Country
Blastrac N.A., Inc.*	Blastrac N.A., Inc.*	Country Owner
	LYNX	Trademark
87849631	87854222	Application No.
26- March- 2018	28- March- 2018	Filing Date
Registered 5754739	Registered 5772826	Status
5754739	5772826	Registration No.
21-May-2019	11-June- 2019	Registration Date

* Trademark formerly owned by Global Polishing Solutions LLC.