

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nonwovens of America, Inc.		07/01/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	EOLAB USA INC.		
Street Address:	1 Ecolab Place		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90238612	NOA NONWOVENS OF AMERICA	
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:	612-607-7325		
Email:	bgrahn@foxrothschild.com		
Correspondent Name:	Barbara Grahn		
Address Line 1:	222 South Ninth St		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	203114.00371		
NAME OF SUBMITTER:	Barbara Grahn		
SIGNATURE:	/bjg/		
DATE SIGNED:	07/19/2021		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Nonwovens of America, Inc., a North Carolina corporation (“Assignor”) owns certain right, title and interest in and to the trademarks and service marks set forth on Schedule A, 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 (collectively, the “Marks”); and

WHEREAS, Ecolab USA Inc., a Delaware corporation (“Assignee”), as the designee of Ecolab Inc. (“Ecolab”), is desirous of acquiring the rights in the Marks as contemplated in the Asset Purchase Agreement, dated as of June 2, 2021, by and among Assignor, Ecolab, National Wiper Alliance, Inc., a North Carolina corporation and the parent company of Assignor, the shareholders of National Wiper Alliance, Inc., and Jeffrey Slosman (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 Marks, and all goodwill of the business associated with 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.

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) and the United States as to all matters, including matters of validity, construction, effect, performance and remedies.

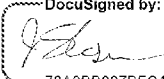
6. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts 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.

NONWOVENS OF AMERICA, INC.

Date: July 1, 2021

DocuSigned by:

By: _____
78A0BB007BEC46E
Name: Jeffrey Slosman
Title: President

ECOLAB USA INC.

Date: _____, 2021

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.

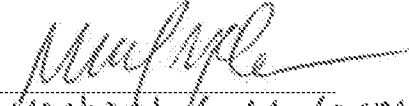
NONWOVENS OF AMERICA, INC.

Date: July 1, 2021


By: _____
Name: Jeffrey Slosman
Title: President

ECOLAB USA INC.

Date: July 1, 2021

By: 
Name: Michael C. McCormick
Title: EVP, General Counsel + Secretary

SCHEDULE A

Trademark	Jurisdiction	Status	Serial No.	Reg. No.	Class(es)
 The logo features the letters "NOA" in a large, bold, sans-serif font. A stylized, curved line sweeps across the letters from the bottom left to the top right. Below "NOA" is the text "Norwovens of America" in a smaller, italicized font. <i>Norwovens of America</i>	USA	Published for opposition on 5/4/2021	90238612	N/A	40