

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Wiper Alliance, Inc.		07/01/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ECOLAB USA INC.		
Street Address:	1 Ecolab Place		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90424378	DISPO-WIPE	
Serial Number:	88918706	REFILLABLE WIPING SYSTEM	
Registration Number:	6217599	QUAT KEEPER	
Registration Number:	6190812	BUNTEX	
Registration Number:	5992742	SONTEX	
Registration Number:	4304771	DON'T MESS WITH THE RHINO	
Registration Number:	4223081	RHINO WIPE	
Registration Number:	3869191	MILL SELECT	
Registration Number:	3863808	INFINITY	
Registration Number:	3407755	NATIONALWIPER ALLIANCE	
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		

OP \$265.00 90424378

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 source=NWA to Ecolab TM Assignment#page1.tif source=NWA to Ecolab TM Assignment#page2.tif source=NWA to Ecolab TM Assignment#page3.tif source=NWA to Ecolab TM Assignment#page4.tif source=NWA to Ecolab TM Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, National Wiper Alliance, 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, Nonwovens of America, Inc., a North Carolina corporation and a wholly owned subsidiary of Assignor, the shareholders of Assignor, 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.

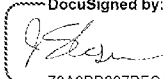
6. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts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

NATIONAL WIPER ALLIANCE, INC.

Date: July 1, 2021

DocuSigned by:

By: _____
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.

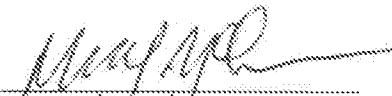
NATIONAL WIPER ALLIANCE, INC.

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)
DISPO-WIPE	USA	1B – Intent-to-use	90424378	N/A	21
REFILLABLE WIPING SYSTEM	USA	Filed 5/15/2020	88918706	N/A	21
QUAT KEEPER	USA	Registered 12/8/2020	88450622	6217599	5
BUNTEX	USA	Registered 11/3/2020	88495562	6190812	21
SONTEX	USA	Registered 2/18/2020	88495591	5992742	21
DON'T MESS WITH THE RHINO	USA	Registered 3/19/2013	85674894	4304771	21
RHINO WIPE	USA	Registered 10/9/2012	85407964	4223081	21
MILL SELECT	USA	Registered 11/2/2010	77809819	3869191	21
INFINITY	USA	Registered 10/19/2010	77956694	3863808	16
	USA	Registered 4/8/2008	76678260	3407755	16, 40