OP \$40.00 90238612

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM662915

Stylesheet Version v1.2

SUBMISSION TYPE:	
rec	Corrective Assignment to correct the Name of receiving party previously ecorded on Reel 007359 Frame 0190. Assignor(s) hereby confirms the assignment of entire interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nonwovens of America, 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:	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

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: 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:	000001.00001
NAME OF SUBMITTER:	Barbara Grahn
SIGNATURE:	/bjg/
DATE SIGNED:	07/27/2021

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Nonwovens of America, Inc., a North Carolina corporation ("<u>Assignor</u>") 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 "<u>Marks</u>"); and

WHEREAS, Ecolab USA Inc., a Delaware corporation ("<u>Assignee</u>"), as the designee of Ecolab Inc. ("<u>Ecolab</u>"), 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 "<u>Purchase Agreement</u>").

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:

- 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		By: Takobbootbecase Name: Jeffrey Slosman Title: President
		ECOLAB USA INC.
Date:	, 2021	By:
		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: 637 h 3 61 / . 847 / 879/16K

Title: EVD Gorgeel (oungel + Secretar)

SCHEDULE A

WWW	Jurisdiction	Status	Serial No.	Reg. No.	Class(es)
Nonwovens of America	USA	Published for opposition on 5/4/2021	90238612	N/A	40

RECORDED: 07/27/2021