#### 900705724 07/08/2022

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM739902

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900668648	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Electrolux Professional US Holdings, Inc.		12/02/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Unified Brands, Inc.	
Street Address:	88 Armory Road	
City:	Vicksburg	
State/Country:	MISSISSIPPI	
Postal Code:	39183	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4179813	AVTEC
Registration Number:	1521557	AVTEC
Registration Number:	1117622	AVTEC
Registration Number:	1727063	BUS-TRAC
Registration Number:	1192498	DUO-AIRE
Registration Number:	1292102	RANDELL
Registration Number:	4179814	RANDELL
Registration Number:	2805751	RANSERVE
Registration Number:	2539012	WATERJET

### **CORRESPONDENCE DATA**

Fax Number: 9016807201

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: 9016807351

barbara.arnold@butlersnow.com Email: **Correspondent Name:** Barbara Arnold, Butler Snow LLP

Address Line 1: 6075 Poplar Avenue

Address Line 2: Suite 500

> **TRADEMARK** REEL: 007755 FRAME: 0200

900705724

Address Line 4: Memp	phis, TENNESSEE 38119	
ATTORNEY DOCKET NUMBER:	28502.43858	
NAME OF SUBMITTER:	Barbara Arnold	
SIGNATURE:	/barbara arnold/	
DATE SIGNED:	07/08/2022	
Total Attachments: 8		
source=IP Assignment and Amendment - Electrolux to UBI#page1.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page2.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page3.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page4.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page5.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page6.tif		
source=IP Assignment and Amendment - Electrolux to UBI#page7.tif		

source=IP Assignment and Amendment - Electrolux to UBI#page8.tif

### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment") dated as of December 2, 2021 is entered into between Electrolux Professional US Holdings, Inc., a Delaware corporation ("Assignor") and Unified Brands, Inc., a Delaware corporation ("Assignee").

Whereas, Assignor desires to execute and deliver this IP Assignment to Assignee, which the parties agree is suitable for recording with the United States Patent and Trademark Office and the United States Copyright Office.

Now, therefore, the parties agree as follows.

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to all of the following assets (the "Transferred IP"):
  - a. the Trademarks set forth on Schedule 1;
  - b. the Copyright set forth on Schedule 2;
  - all rights of any kind whatsoever of Assignor accruing under any of the
    Transferred IP provided by applicable law of any jurisdiction, by international
    treaties and conventions, and otherwise throughout the world;
  - d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Transferred IP; and
  - e. any and all claims and causes of action with respect to any of the Transferred IP, whether accruing before, on, or after the date hereof, 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee.
- 3. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 4. Governing Law. This IP Assignment shall be governed by and construed and interpreted according to, and any matters arising out of, relating to or in connection with this IP Assignment

shall be governed by, the laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

[Signature pages follow.]

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

ASSIGNOR:

ELECTROLUX PROFESSIONAL US HOLDINGS, INC.

Name: Mark Clementson

Title: VP & CFO

ASSIGNOR:

ELECTROLUX PROFESSIONAL US HOLDINGS, INC.

3y: *John* 

Name: John Evans

Title:President

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

ASSIGNEE:

UNIFIED BRANDS, INC.

By:

Name: David Herring

Title: President

ASSIGNEE:

UNIFIED BRANDS, INC.

By:\_

Name: David Lyons

Title: VP & CFO

# SCHEDULE 1 TRADEMARKS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
AVTEC	U.S.A.	77884659 02-DEC-2009	4179813 24-JUL-2012	Electrolux Professional US Holdings, Inc.
AVTEC	U.S.A.	73727334 09-MAY-1988	1521557 24-JAN-1989	Electrolux Professional US Holdings, Inc.
AVTEC	U.S.A.	73075293 26-JAN-1976	1117622 08-MAY-1979	Electrolux Professional US Holdings, Inc.
BUS-TRAC	U.S.A.	74252604 06-MAR-1992	1727063 27-OCT-1992	Electrolux Professional US Holdings, Inc.
DUO-AIRE	U.S.A.	73239266 15-NOV-1979	1192498 23-MAR-1982	Electrolux Professional US Holdings, Inc.
RANDELL	U.S.A.	73441965 01-SEP-1983	1292102 28-AUG-1984	Electrolux Professional US Holdings, Inc.
RANDELL	U.S.A.	77884729 02-DEC-2009	4179814 24-JUL-2012	Electrolux Professional US Holdings, Inc.
RANSERVE	U.S.A.	78100242 28-DEC-2001	2805751 13-JAN-2004	Electrolux Professional US Holdings, Inc.
WATERJET	U.S.A.	75828389 20-OCT-1999	2539012 19-FEB-2002	Electrolux Professional US Holdings, Inc.

# SCHEDULE 2 COPYRIGHT

Current Owner	Country	Reg. No. Date	Title
Electrolux Professional US Holdings, Inc.	United States	TXu319392 3/28/1988	Ramnet II: ver. 3.0.

#### AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT

This amendment (hereinafter "Amendment" is entered into on December 2, 2021, by and between

Electrolux Professional US Holdings, Inc., a Delaware corporation (hereinafter "Assignor") and

Unified Brands, Inc., a Delaware corporation (hereinafter "Assignce")

Assignor and Assignee are hereinafter collectively referred to as the "Parties", and individually as a "Party".

#### THE PARTIES AGREE AS FOLLOW:

### Purpose

The terms and conditions set forth below in this Amendment supersede all prior terms and conditions concerning the same matters included in the Intellectual Property Assignment entered into by the Parties as of December 2, 2021.

Save for what is agreed in the present Amendment, all other terms and conditions included in the Intellectual Property Assignment will continue to apply.

- 1. <u>Assignment</u>. For good and valuable consideration, including the consideration paid in connection with the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to all of the Acquired IP, together with any and all goodwill symbolized thereby, including but not limited to:
  - a. the Trademarks set forth on Schedule 1;
  - b. the Copyrights set forth on Schedule 2;
  - c. the Trade Secrets set forth on Schedule 3;
  - all rights of any kind whatsoever of Assignor accruing under any of the Acquired IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Acquired IP; and
  - f. any and all claims and causes of action with respect to any of the Acquired IP, whether accruing before, on, or after the date hereof, 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.

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

### ASSIGNOR:

ELECTROLUX PROFESSIONAL US HOLDINGS, INC.

By Mark Clementson (303 8, 2022 96:01 EDT)

Name: Mark Clementson

Title: VP & CFO

By: John Coons

Name: John Evans Title: President

ASSIGNEE:

UNIFIED BRANDS, INC.

<u> *David E Herring*</u> By: <sup>Basid</sup> E Herring (Jun 8, 2022 <del>5</del>8:28 E01)

Name: David Herring

Title: President

By: David Lycons (Jun 8, 2022 08:30 501)

Name: David Lyons Title: VP & CFO

**RECORDED: 07/08/2022**