

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cloud Company		02/02/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spraying Systems Co.		
<b>Street Address:</b>	200 West North Avenue		
<b>City:</b>	Glendale Heights		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60139		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1543265	B	
<b>Registration Number:</b>	1543264	BX	
<b>Registration Number:</b>	1315388	DRUM-MAJOR	
<b>Registration Number:</b>	4058768	JUMBO	
<b>Registration Number:</b>	1543262	SELLERS	
<b>Registration Number:</b>	1320364	TANK-MAN	
<b>Registration Number:</b>	1715033	TANKMASTER	
<b>Registration Number:</b>	4062412	TROLL BALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126165700		
<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>			
<b>Phone:</b>	312-616-5600		
<b>Email:</b>	trademark@leydig.com		
<b>Correspondent Name:</b>	Kevin C. Parks		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson Ave		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	291718		
<b>NAME OF SUBMITTER:</b>	Kevin C. Parks		

CH \$215.00 1543265

<b>SIGNATURE:</b>	/Kevin C. Parks/
<b>DATE SIGNED:</b>	06/02/2023
<b>Total Attachments: 6</b> source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page1.tif source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page2.tif source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page3.tif source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page4.tif source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page5.tif source=Trademark Patent and Domain Name Assignment - Cloud Company to Spraying Systems Co#page6.tif	

## **TRADEMARK, PATENT AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK, PATENT AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 2, 2023, by and between CLOUD COMPANY, a California corporation ("Assignor"), and SPRAYING SYSTEMS Co., an Illinois corporation ("Assignee"). Capitalized terms not otherwise defined in this Agreement will have the meanings given to such terms in the Purchase Agreement (as defined herein).

### **Recitals:**

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), pursuant to which Assignor agrees to sell, assign, transfer, convey and deliver to Assignee, and Assignee agrees to purchase, acquire and receive from Assignor, the Assets.

WHEREAS, the execution and delivery of this Agreement by Assignor and Assignee is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement.

WHEREAS, Assignor now desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, patents, domain names and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, any of the foregoing listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto (collectively, the "IP").

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, transfers, assigns, and conveys to Assignee all of its respective worldwide right, title and interest in and to the IP, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such IP may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the IP throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Further Action. Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or proper to perfect the

01470936v2

above-described transfer of, or to procure, the IP or to maintain the IP before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee, at Assignee's expense, in obtaining and/or providing information that is required in any proceedings relating to the IP.

3. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the IP or any additional, continuing or divisional applications thereof, to Assignee, its successors and/or assigns.

4. Inconsistencies. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement will control. Nothing in this Agreement is intended to supersede any of the terms, agreements, representations or warranties of the parties set forth in the Purchase Agreement.

5. Counterparts. This Agreement may be executed in two or more counterparts (including via facsimile, e-mail or other electronic means), each of which will be deemed an original, but all of which together will constitute one and the same agreement.

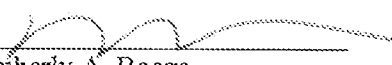
6. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark, Patent and Domain Name Assignment has been duly executed as of the date first written above.

**Assignor:**

CLOUD COMPANY

  
\_\_\_\_\_  
By: Kimberly A. Boege  
Title: President

**Assignee:**

SPRAYING SYSTEMS CO.

\_\_\_\_\_  
By: Franklin Bramsen  
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Trademark, Patent and Domain Name Assignment has been duly executed as of the date first written above.

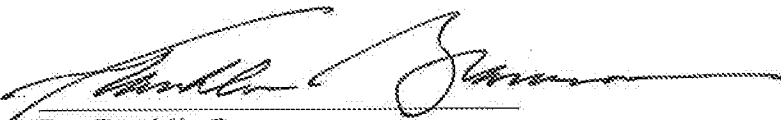
**Assignor:**

CLOUD COMPANY

\_\_\_\_\_  
By: Kimberly A. Boege  
Title: President

**Assignee:**

SPRAYING SYSTEMS CO.

  
\_\_\_\_\_  
By: Franklin Bramsen  
Title: Chief Executive Officer

**SCHEDULE A**

**IP**

1. [www.cloudinc.com](http://www.cloudinc.com)
2. [www.tankcleaningmachines.com](http://www.tankcleaningmachines.com)
3. (See attached)

Schedule 3.14  
Intellectual Property

NAME OF OWNER(S)	NAME OF MARK(S)	TM	USE	CLASS(S)	FILING DATE	SERIAL NO.	REG. NO.	REG. DATE	ISSUANCE DATE	REG. EXPIRES	NEXT REG. EXPIRES	NEXT REG. EXPIRES	NEXT REG. EXPIRES	COMMENTS
FEDERAL TRADEMARKS/SERVICE MARKS:		TM	USE	CLASS(S)	FILING DATE	SERIAL NO.	REG. NO.	REG. DATE	ISSUANCE DATE	REG. EXPIRES	NEXT REG. EXPIRES	NEXT REG. EXPIRES	NEXT REG. EXPIRES	COMMENTS
Cloud Company	"B" (standard character)	X	X	7	3/25/88	73/718668	1,543,265	6/13/89	6/13/95	6/13/09	6/13/19	6/13/29		
Cloud Company	"BX" (standard character)	X	X	7	3/25/88	73/718658	1,543,264	6/13/89	6/13/95	6/13/09	6/13/19	6/13/29		
Cloud Company	"BZ" (standard character)	X	X	7	3/24/88	73/718656	1,543,263	6/13/89	6/13/95	6/13/09	6/13/19	6/13/29		Placed to remain from client 5/28/19 -no longer offers this item "BZ" so will not register for IPPSK.
Cloud Company	"BRUMMAJOR" (standard character)	X	X	6	3/12/84	73/469714	1,315,388	1/22/85	1/22/91	1/22/05	1/22/15	1/22/25		Abandoned as per Mike Kemp 2/14/11
Cloud Company	"JET MASTER" (standard character)	X	X	9	8/14/80	73/274132	1,172,918	1/10/81	11/22/17	11/22/21	11/22/31			Placed to extend from client 5/13/19 product discontinued so will not register for IPPSK.
Cloud Company	"JUMBO" (standard character)	X	X	7	7/7/91	85/172792	4,058,788	11/22/11	11/22/17	11/22/21	11/22/31			Abandoned as per Mike Kemp 2/14/11
Cloud Company	"ROTO-JET" (standard character)	X	X	7	7/31/83	72/034027	1,866,488	7/28/86	7/28/90	7/28/00	7/28/10	7/28/20		Abandoned as per Mike Kemp 2/14/11
Cloud Company	"SELLERS "SUPER BOOSTER" (standard character)	X	X	7	6/19/88	72/103063	1,517,838	7/4/91	7/4/91	7/4/91	7/4/91	7/4/91		Abandoned per phone call with Mike Kemp on 7/14/08
Cloud Company	"SELLERS ROTOR-JET" (standard character)	X	X	7	7/29/87	72/034592	1,985,098	8/17/88	8/17/88	8/17/98	8/17/08			
Cloud Company	"SELLERS" (standard character)	X	X	7	3/25/88	73/718655	1,543,262	6/13/89	6/13/95	6/13/09	6/13/19	6/13/29		
Cloud Company	"TANK-MAN" (standard character)	X	X	7	3/12/84	73/469710	1,320,364	2/19/85	2/19/91	2/19/05	2/19/15	2/19/25		
Cloud Company	"TANKMASTER" (standard character)	X	X	7	5/6/91	74/164038	1,715,033	9/15/92	9/15/98	9/15/02	9/15/12	9/15/22		
Cloud Company	"TROLL BALL" (standard character)	X	X	7	11/9/10	85/172803	4,062,412	11/29/11	11/29/17	11/29/21	11/29/31			
<b>INTERNATIONAL TRADEMARKS/SERVICE MARKS:</b>														
Cloud Company	"SELLERS" (SERIAL)			7, 10	1/10/01	UNKNOWN	6,713,998	7/19/78	N/A	7/19/98	7/19/08	7/19/18	7/19/28	Client not maintaining as of 7/19/18
<b>PATENTS:</b>														
Cloud Company	"TURBINE DRIVE ROTARY SPRAY CLEANER"				3/13/01	10/203,867	6,988,676	1/24/06	1/25/10	1/24/14	1/24/18	4/24/24		