

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversey Taski, Inc.		02/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MJB Toledo, Inc.		
Street Address:	3115 Frenchmens Road		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43607		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3157542	ENGINEERED FOR WORK.	
Registration Number:	3132936	WORK MAT	
Registration Number:	2734652	WORK SEATS	
Registration Number:	4543376	MILAGON	
Registration Number:	3157541	MILAGON	
Registration Number:	3132937		
CORRESPONDENCE DATA			
Fax Number:	4192497151		
<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:	4192497100		
Email:	evans@marshall-melhorn.com		
Correspondent Name:	Stephen Evans		
Address Line 1:	Four SeaGate, 8th Floor		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Stephen Evans		
SIGNATURE:	/Stephen Evans/		
DATE SIGNED:	06/09/2023		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT (the “Re-Assignment”), dated as of February 21, 2023 (the “Effective Date”), is entered into by and between MJB Toledo, Inc., an Ohio corporation (“MJB”), and Diversey Taski, Inc., a Delaware corporation (“DTI”), (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, MJB, through its predecessor in name, NSS Enterprises, Inc. and DTI entered into that certain Asset Purchase Agreement, dated as of February 11, 2023, by and among, MJB, DTI, and Mark J. Bevington, individually (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement and the Disclosure Schedules thereto, MJB agreed to assign to DTI certain Purchased Intellectual Property Assets; and

WHEREAS, under the terms and conditions of the Purchase Agreement, certain trademarks identified in Exhibit A hereto were agreed to be Excluded Intellectual Property Assets retained by MJB (the “Re-Assigned Trademarks”) and were inadvertently assigned to DTI in that certain Intellectual Property Assignment Agreement dated February 21, 2023 (the “Assignment”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration (including without limitation the consideration received by MJB and assets received by DTI pursuant to the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Re-Assignment of Trademarks in Exhibit A. Effective as of the Effective Date, DTI hereby sells, conveys, grants, assigns, transfers and delivers to MJB all of DTI’s right, title and interest in, under and to all of the Re-Assigned Trademarks in Exhibit A, together with all rights and privileges in any way belonging thereto, together with the benefit of any use of the Trademarks by DTI, and the goodwill of the business relations to the Trademarks and to the wares or services associated with it, to hold unto MJB absolutely, free and clear of all Encumbrances (other than Permitted Encumbrances), and MJB hereby accepts such sale, conveyance, grant, transfer and delivery. The foregoing assignment of Re-Assigned Trademarks includes, without limitation, all rights to obtain and to register any of the Re-Assigned Trademarks, including without limitation all renewals and extensions thereof; any copies and tangible embodiments, in whatever form or medium; all common law rights with respect to the Re-Assigned Trademarks; all rights to proceeds of the Re-Assigned Trademarks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of DTI; and all rights to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Re-Assigned Trademarks. Additionally:

(a) To the extent DTI has any rights of attribution, integrity or other moral rights under any jurisdiction (“Moral Rights”) in any of the Re-Assigned Trademarks, including, but not limited to, all copyrights and works of authorship, DTI hereby irrevocably waives such Moral Rights.

(b) With respect to all Purchased Intellectual Property Assets comprising domain names, associated web addresses, web pages, websites and URLs (“Domain Names and Websites”), DTI hereby gives its authorization to update the registrant information to reflect the transfer of the Domain Names and Websites to MJB. DTI further agrees that it shall promptly take such actions as may be reasonably necessary to complete the transfer in accordance with this Agreement. Those actions may include, without limitation, unlocking the Domain Names so as to permit their transfer, providing any authorization or other codes required for the transfer, and answering in the affirmative any request from the registrar of the Domain Names for authorization to complete the transfer.

3. Terms of the Purchase Agreement. DTI and MJB acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary herein, this Re-Assignment is subject to the Purchase Agreement, and it shall not give rise to any recourse or remedy against either Party (or its Affiliates) except to the extent set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Amendment, Waiver. This Re-Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

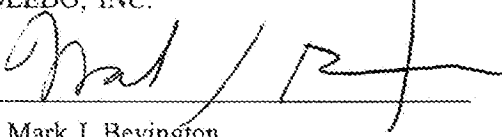
6. Counterparts. This Re-Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Re-Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Re-Assignment.

7. Further Assurances. Each of the parties hereto shall, and shall cause its respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Re-Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Re-Assignment as of the Effective Date.

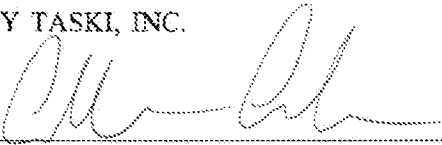
MIB TOLEDO, INC.

By: 

Name: Mark I. Bevington

Title: President

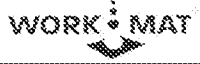



DIVERSEY TASKI, INC.

By: 

Name: Andrew Aranda

Title: Vice President & Assistant Secretary

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
EXHIBIT A
RE-ASSIGNED TRADEMARKS**

File Number	Country	Mark Description	Trademark	Registration Number	Registration Date
21080001	USA	ENGINEERED FOR WORK	ENGINEERED FOR WORK	3,157,542	10/17/2006
21081001	USA	WORK MAT		3,132,936	8/22/2006
21082001	USA	Work Seats and Design		2,734,652	7/8/2003
21083001	USA	MILAGON	MILAGON	4,543,376	6/3/2014
21084001	USA	Milagon and Design		3,157,541	10/17/2006
21089001	USA	Misc Design (Design of Seated Figure)		3,132,937	8/22/2006