

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R.E. Whittaker Co.		01/01/2012	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Whittaker Cleaning Systems, Inc.
Street Address:	302 S. Croton Avenue
City:	New Castle
State/Country:	PENNSYLVANIA
Postal Code:	16101-3582
Entity Type:	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3020292	CARPET STAR

**CORRESPONDENCE DATA**

Fax Number: 4123946576  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 4123945404  
 Email: kgarber@babstcalland.com  
 Correspondent Name: Kevin J. Garber  
 Address Line 1: 603 Stanwix Street  
 Address Line 2: Two Gateway Center, 6th Floor  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	6985-75001
NAME OF SUBMITTER:	Kevin J. Garber
Signature:	/Kevin J. Garber/

OP \$40.00 3020292

Date:

12/20/2012

**Total Attachments: 8**

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## PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 1, 2012 (the "Effective Date") between R.E. Whitaker Co., a Pennsylvania corporation ("Assignor"), and Whitaker Cleaning Systems, Inc., a Pennsylvania corporation ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and each individually a "Party."

WHEREAS, Assignor owns the patents and patent applications listed in Exhibit A attached hereto and all inventions disclosed therein (the "Patent Rights"), and the trademarks listed in Exhibit B (the "Trademark Rights") (collectively the "Intellectual Property Rights"); and

WHEREAS, pursuant to this Assignment, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property Rights;

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Intellectual Property Rights and all other legal protection based thereon or obtainable herefore throughout the world, together with all rights of priority, in and to the Intellectual Property Rights as described and/or claimed in any and all applications for patents, including divisionals, continuations, renewals, substitutes and reissues thereof, and all rights of priority resulting from any of these patent applications, as well as all foreign counterparts and extensions thereof, together with all patents issuing on any of these applications, to be held and enjoyed by Assignee, for its own use and benefit, and for the benefit of its successors and assigns, to the full end of the terms of all of the patents which may be granted on the Intellectual Property Rights in this or any other country, as fully and entirely as the same would have been held by Assignee had this Assignment not been made, including, without limitation, the right to sue and collect for past infringement.

2. Assignor hereby divests itself of any and all rights it had in and to the Intellectual Property Rights and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Intellectual Property Rights to the same extent as Assignor would have enjoyed and benefited therefrom, and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto, including, without limitation, claims for infringement or violation of the Intellectual Property Rights that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights and obligations resulting from transactions between Assignor and any third party in connection with the Intellectual Property Rights.

3. Assignee shall henceforth have the right to consider itself the sole owner of the Intellectual Property Rights and to use or make any other disposal of the Intellectual Property Rights as it shall deem fit, without any further claim on the part of Assignor in any event or at any time.

4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Intellectual Property Rights to Assignor. Assignor agrees to cooperate fully with Assignee, upon Assignee's request and at Assignee's cost but without further consideration, in registering, recording or otherwise perfecting this assignment and procuring and enforcing the rights transferred hereby, including assisting with prosecution, providing or executing additional documentation, delivering any testimony in legal proceedings, making all rightful oaths, and

assisting with all lawful acts that may be required or assistance that may be reasonably required or desired upon request by Assignee. Assignee shall bear all costs related to the assignment of the Intellectual Property Rights.

5. As of the Effective Date, Assignee shall be solely responsible for maintaining and defending the Intellectual Property Rights.

6. This Assignment constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Assignment, and supersedes all previous communications, whether oral or written, between the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties, with respect to the subject matter of this Assignment.

7. This Assignment, and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties determined in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Assignment shall be made in writing to be legally effective.

8. If any one or more provisions of this Assignment is or becomes invalid, the Parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the Parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, unless the invalid provisions are of such material importance to the Assignment that it is reasonable to assume that the Parties would not have executed this Assignment without them.

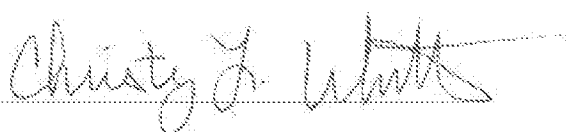
9. Each Party acknowledges that it has read this Assignment, understands it, and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS whereof, the Parties have caused this Assignment to be duly executed in copies on their behalf of their duly authorized officers and representatives on the Effective Date.

ASSIGNOR: R.E. Whittaker Co.

ASSIGNEE: Whittaker Cleaning Systems, Inc.

By: 

By: 

Name: Thomas R. Whittaker

Name: Christy L. Whittaker

Title: President

Title: Vice President

## EXHIBIT A

## PATENTS

Title	Patent No.	Filing Date	Issue Date
BRUSH CADDY	D444,949	8/18/2000	7/17/2001
METHOD OF MEASURING THE SOILING OF FLOORING SURFACES	5,668,632	9/13/1998	9/16/1997
PUSH BRUSH CLEANER	6,321,405	1/20/1998	11/27/2001
PUSH BRUSH CLEANER	6,311,354	11/6/1997	11/6/2001
ROLLERS AND DISKS FOR CARPET CLEANING	7,814,613	11/6/2009	10/19/2010
ROLLERS AND DISKS FOR CARPET CLEANING	7,926,144	9/29/2010	4/19/2011
TANK FOR FLOOR OR CARPET CLEANING MACHINE	D506,584	8/7/2003	6/21/2005
ROLLERS AND DISKS FOR CARPET CLEANING	8,020,245	03/15/2011	09/20/2011

EXHIBIT B

TRADEMARKS SHOWN IN THE APPROVED FORM

Mark	Type	Appa. No.	Filing Date	Reg. No.	Reg. Date	1 <sup>st</sup> Use in Commerce	Licensed Goods and Services
COMMON SENSE CARPET CARE... typed drawing	TYPED	73760,677	10/31/1988	1,546,819	7/4/1989	08/30/1988	Educational services, namely training others in the carpet cleaning industry and providing literature relating thereto.
CPS COLOR POSITIONING SYSTEM	STANDARD	85076,863	7/2/2010	n/a	n/a	07/21/2011	Floor and wall cleaning consultation services in the nature of evaluation and analysis of floor surfaces, floor covering materials, wall surfaces, wall covering materials and textiles to determine optimum cleaning methods and frequencies.
CARPET PRODUCTIVITY	STANDARD	85309,162	4/30/2011	n/a	n/a	03/31/2011  03/31/2011	Carpet cleaners; Carpet cleaners with deodorizer; Carpet cleaning preparations; Carpet shampoo;  IC 007, US 013 019 021 023 031 034 035, G & S; Carpet cleaning machines.

EXHIBIT B

CARPET ROAMER -typed drawing	TYPED	75457,404	3/26/1998	2,317,195	2/8/2000	03/02/1998	Non-electric carpet cleaner, namely, a device for cleaning carpets or hard surfaces, in particular, a round brush which is pushed over the surface to agitate or expel a debris laden cleaning solution that has been previously applied to the surface to accomplish chemical cleaning.
CARPET STAR - logo design 	DESIGN	78469,239	8/18/2004	3,020,292	11/29/2005	01/1997	Cleaning solutions used on carpets and floors.
CARPET STAR - typed drawing	TYPED	73240,037	2/11/1997	2,120,030	12/9/1997	09/27/1991	Electric carpet and floor cleaning machines.
CRYSTAL	STANDARD	78461,806	8/4/2004	3,149,641	9/26/2006	02/08/2006	Carpet cleaners and floor cleaning preparations.
CRYSTAL DRY	STANDARD	78461,838	8/4/2004	3,045,203	1/17/2006	02/1992	Carpet cleaning compound for commercial and/or industrial carpet cleaning.
CRYSTAL DRY - stylized form	WORDS	74231,927	5/9/1992	1,770,989	5/18/1993	02/14/1992	Carpet cleaning compound for commercial and/or industrial carpet cleaning.
CRYSTAL DRY							

EXHIBIT D

CRYSTAL EXTRACT	STANDARD	78/468,776	8/17/2004	3,149,654	9/26/2006	04/12/2004	Carpet and floor cleaning solutions.
CRYSTAL ODOR PRO	STANDARD	78/586,637	3/14/2005	3,018,020	11/22/2005	02/16/2005	Carpet cleaners, carpet cleansers with deodorizers, carpet cleaning preparations, carpet shampoo.
CRYSTAL RED STAIN	STANDARD	78/586,573	3/14/2005	3,018,018	11/22/2005	02/09/2005	Carpet cleaners, carpet cleaning preparations, carpet shampoos.
CRYSTAL SPOTTER	STANDARD	78/586,605	3/14/2005	3,018,019	11/22/2005	02/16/2005	Carpet cleaners, carpet cleaning preparations, carpet shampoos.
GLS - typed drawing	TYPED	74/063,085	5/29/1990	1,643,372	5/7/1991	01/16/1989	Floor cleaning machines for commercial and/or industrial use, namely, floor scrubbing machines.
GREAT LITTLE SCRUBBER - typed drawing	TYPED	73/795,687	4/24/1989	1,579,778	1/30/1990	01/16/1989	Floor cleaning machines.
HEALTHY CARPETS, HEALTHY BUILDINGS	STANDARD	77/314,731	10/26/2007	3,453,350	6/24/2008	10/08/2007 10/08/2007	Carpet cleaning preparations, Carpet cleaning machines.



EXHIBIT B


<p>LOGO CIRCLE WITH MACHINE AT ANGLE -- design</p> 	<p>DESIGN</p>	<p>76461878</p>	<p>10282002</p>	<p>2,893,763</p>	<p>10/12/2004</p>	<p>10/2003 05/2003</p>	<p>Carpet cleaners and floor cleaning preparations. Electric carpet cleaning machines and floor washing machines.</p>
<p>LOMAC</p>	<p>STANDARD</p>	<p>78586691</p>	<p>3/14/2005</p>	<p>3,018,021</p>	<p>11/22/2005</p>	<p>02/09/2003 02/09/2005</p>	<p>Carpet cleaners, carpet cleaners with detergent, carpet cleaning preparations, carpet shampoo, Carpet cleaning machine.</p>
<p>ROTO WASH - typed drawing</p>	<p>TYPED</p>	<p>73436603</p>	<p>7/28/1983</p>	<p>1,309,687</p>	<p>12/18/1984</p>	<p>08/1981</p>	<p>Floor Cleaning Machines for Use on Concrete, Tile, Terrazzo, Vinyl, Rubber and Carpeted Floors.</p>

EXHIBIT B

SMART CARE	STANDARD	78587732	3/15/2005	3,063,616	2/28/2006	02/09/2005	Carpet cleaners; carpet cleaners with deodorizer; carpet cleaning preparations; carpet shampoo; Carpet cleaning machine.
						02/09/2005	Educational services namely, conducting classes, seminars and workshops in the field of facility maintenance.
CARPET COACH	STANDARD CHARACTER MARK	85481111	11/27/2011	600	n/a	07/08/2011	Training services in the field of carpet cleaning.