

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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: | 3453350 | HEALTHY CARPETS, HEALTHY BUILDINGS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4123946576 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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 3453350

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.

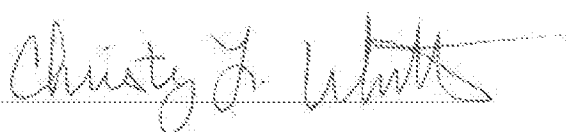
9. Each Party acknowledges that it has read this Assignment, understands it, and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

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 st 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 | 78469,229 | 8/18/2004 | 3,020,292 | 11/29/2005 | 01/1997 | Cleaning solutions used on carpets and floors. |
| CARPET STAR - typed drawing | TYPED | 73240,057 | 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


| | | | | | | | | |
|---|---|----------|----------|----------|------------|--------------------------|---|--|
| LOGO CIRCLE WITH MACHINE AT ANGLE -- design |  | DESIGN | 76461878 | 10282002 | 2893763 | 10/12/2004 | 10/2003 05/2003 | Carpet cleaners and floor cleaning preparations, electric carpet cleaning machines and floor washing machines. |
| LOMAC | STANDARD | 78586691 | 3742006 | 3018021 | 11/22/2005 | 02/09/2003 02/09/2005 | Carpet cleaners, carpet cleaners with detergent, carpet cleaning preparations, carpet shampoo, Carpet cleaning machine. | |
| ROTO WASH - typed drawing | TYPED | 73436603 | 7281983 | 1309687 | 12/18/1984 | 08/1981 | Floor Cleaning Machines for Use on Concrete, Tile, Terrazzo, Vinyl, Rubber and Carpeted Floors. | |

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. |