

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEMCO SYSTEMS, INC.		11/05/2015	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	KEMCO SYSTEMS CO., LLC		
Street Address:	11500 47TH ST. NORTH		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3944402	KEMCO K KLEENWATER	
Registration Number:	3940991	KEMCO K	
Registration Number:	4006042	K KLEENWATER	
CORRESPONDENCE DATA			
Fax Number:	4402567453		
<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:	4402564150		
Email:	ken.mitchell@clevepat.com		
Correspondent Name:	KENNETH L. MITCHELL		
Address Line 1:	9213 CHILLICOTHE ROAD		
Address Line 4:	KIRTLAND, OHIO 44094		
ATTORNEY DOCKET NUMBER:	8574-8576-8675		
NAME OF SUBMITTER:	Kenneth L. Mitchell		
SIGNATURE:	/Kenneth L. Mitchell/		
DATE SIGNED:	04/25/2016		
Total Attachments: 4			
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OP \$90.00 3944402

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made and entered into on November 5, 2015 by and between Kemco Systems, Inc., a Florida corporation ("Assignor"), and Kemco Systems Co., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and U.S. federal trademark registrations set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, Assignee is acquiring the Marks from Assignor pursuant to the terms of that certain Asset Contribution Agreement, dated as of the date hereof, by and among Assignor, Assignee, Carroll Gorrell, Rodney Kummer, Steven Knoll and Richard Ruffi; and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

4. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant

hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Trademark Assignment is made for the sole benefit of the parties hereto and their respective successors and permitted assigns, as applicable, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

[signature page follows]

IN TESTIMONY WHEREOF, the Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

Kemco Systems, Inc.

By: _____

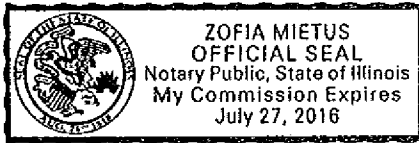
Name: Carroll Gorrell

Title: President

CERTIFICATE OF ACKNOWLEDGEMENT

I, Zofia Mietus, a Notary Public in and for IL do hereby certify that Carroll Gorrell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 3rd day of November, 2015.



Zofia Mietus
Notary Public

Commission Expires: 7/27/16

**SCHEDULE A
TO
TRADEMARK ASSIGNMENT**

SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
76697516	3,940,991	04/05/11	KEMCO (K) (AND Design)
85211862	4,006,042	08/02/11	(K) KLEENWATER
76697470	3,944,402	04/12/11	KEMCO K KLEENWATER