

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEFCO, Inc.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NEFCO Systems, Inc.		
Street Address:	8895 North Military Trail		
Internal Address:	Suite 100C		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1865246	NEFCO	
Registration Number:	3926297	STAMFORD BAFFLE 2.0	
Registration Number:	3851813	DUAL SURFACE BAFFLE	
Registration Number:	3801940	NEFCO	
CORRESPONDENCE DATA			
Fax Number:	4106596402		
<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:	4106596402		
Email:	trademark@WTPLAW.COM		
Correspondent Name:	WHITEFORD, TAYLOR & PRESTON, LLP		
Address Line 1:	SEVEN SAINT PAUL STREET		
Address Line 4:	BALTIMORE, MARYLAND 21202-1626		
NAME OF SUBMITTER:	J. Hindah Weissbrot		
SIGNATURE:	/J. Hindah Weissbrot/		
DATE SIGNED:	07/18/2016		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") dated effective as of June 30, 2016, is by and between NEFCO, Inc., a Delaware corporation ("Assignor"), and NEFCO Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") by which Assignee is acquiring all of Assignor's equipment, intellectual property, and other assets;

WHEREAS, Assignor owns certain trademarks set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire the Trademarks and Assignor is willing to assign the Trademarks.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, including the purchase price Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks as described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.

3. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the Trademarks.

5. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto 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. 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.

6. This 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 Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). The parties hereto irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida, for any proceeding arising out of or in relation to this Assignment and the transactions contemplated hereby.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

ASSIGNOR:

NEFCO, Inc.

By: 

Name: Earle S. Schaller

Title: President

ASSIGNEE:

NEFCO Systems, Inc.

By: _____

Name: David Painter

Title: President

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EXHIBIT D

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ASSIGNOR:

NEFCO, Inc.

By: _____

Name: Earle S. Schaller

Title: President

ASSIGNEE:

NEFCO Systems, Inc.

By: David Painter

Name: David Painter

Title: President

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EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

MATTE R NO.	MARK	GOODS AND SERVICE S	SERIAL/ REGISTRATI ON NO.	FILING/ REGISTRATIO N DATE	STATUS
530-004	Trademark Application for NEFCO	Class 11: baffles for use in waste water treatment facilities.	Registration No. 1865246	11-29-1994	REGISTERED Renewed November 20, 2014 Next Renewal Due: November 29, 2024
530-004c	Canadian Trademark Application for NEFCO	Class 11: baffles for use in waste water treatment facilities.	Registration No. 455780	3-22-1996	REGISTERED Next Renewal Due: 3-22-2026
530-042	Trademark Application for Stamford Baffle 2.0	Class 19: Baffles in the nature of fiberglass panels affixed to a clarifier tank used to direct water flow in waste water treatment facilities.	Registration No. 3926297	3-1-2011	REGISTERED 8 & 15 Due: 3-1-2017
530-043	Trademark Application for Dual Surface Baffle	Class 19: Baffles in the nature fiberglass panels affixed to a clarifier tank used	Registration No. 3851813	9-21-2010	Registered on SUPPLEMENT AL Section 8 Filed: May 19, 2016 Next Renewal Due: September

EXHIBIT D

		to direct water flow in waste water treatment facilities.			21, 2020
530-044b	Trademark Application for NEFCO	Class 11: Water filtering devices, namely, launder cover systems comprising brackets, covers, and scum baffles for use in water purification for maintaining clean and functional effluent systems; and effluent systems, comprising troughs, weirs, scum baffles and custom fiberglass cover panels for use in filtering waste water and maintaining clean and	Registration No. 3801940	6-15-2010	REGISTERED 8 & 15 Due: 6-15-2016

EXHIBIT D

		functional effluent systems Class 19: Baffles in the nature of fiberglass panels affixed to a clarifier tank used to direct water flow in waste water treatment facilities			
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