

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palmquinn Corporation	FORMERLY EnviroCare Corporation	07/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Clayton Corporation		
Street Address:	866 Horan Drive		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63026		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78831831	MOLDEX	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	John Klevorn		
Address Line 1:	Lewis Rice LLC,600 Washington Ave		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/ech/		
DATE SIGNED:	12/16/2016		
Total Attachments: 5			
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OP \$40.00 78831831

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into by PALMQINN CORPORATION, a Delaware corporation f/k/a EnviroCare Corporation ("*Assignor*") in favor of CLAYTON CORPORATION, a Delaware corporation ("*Assignee*"), effective as of June 7, 2016 (the "*Effective Date*").

RECITALS

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated June 7, 2016 (the "*Asset Purchase Agreement*") pursuant to which Assignor agreed to sell, assign, transfer and deliver to Assignee, and Assignee agreed to purchase from Assignor, all of the assets used by Assignor in Assignor's mildew remediation products business (the "*Business*");

WHEREAS, as a part of the transfer of the Business assets by Assignor to Assignee (the "*Transaction*"), Assignor transferred all of its rights, title, and interest in all Intellectual Property (as such term is defined in the Asset Purchase Agreement) owned by or licensed to Assignor;

WHEREAS, the parties executed that certain Intellectual Property Assignment dated as of June 7, 2016 (the "*IP Assignment*"), pursuant to which Assignor specifically assigned to Assignee certain of the Intellectual Property but which did not include a complete description or listing of all of the trademarks, service marks, and trade names assigned to Assignee in connection with the Transaction; and

WHEREAS, Assignor and Assignee wish to clarify, ratify, and confirm the assignments of certain trademarks, service marks, and trade names in connection with the Transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks and tradenames set forth on Exhibit A attached hereto and incorporated herein, including, without limitation, all common law rights relating to such trademarks, service marks, and tradenames, together with the goodwill of that portion of the Business of Assignor to which such trademarks, service marks, and tradenames pertain, and all other rights that Assignor has enjoyed thereunder as trademarks, service marks, and trade names, and otherwise, including, without limitation, all rights and remedies based upon past infringement (including the right to sue and collect damages and profits for such infringement).
- Recordation and Further Actions. Assignor covenants and agrees that it will, at any time, on request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the aforementioned assets and rights assigned by this Assignment.
- Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement and IP Assignment, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the trademarks, service marks, and trade names assigned hereunder are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall incorporate the terms of this Assignment, but shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Miscellaneous. All matters relating to or arising out of this Agreement and the rights of the parties (whether sounding in contract, tort, or otherwise) shall be governed by and construed and interpreted under the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterpart together shall constitute one instrument. A document (or signature page thereto) signed and transmitted by facsimile machine or telecopier or .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PALMQUINN CORPORATION (F/K/A
ENVIROCARE CORPORATION)

By: *Robert J. Sedewitz*
Name: ROBERT J. SEDEWITZ
Title: PRESIDENT & CEO

CLAYTON CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**PALMQUINN CORPORATION (F/K/A
ENVIROCARE CORPORATION)**

By: _____
Name: _____
Title: _____

CLAYTON CORPORATION


By:  _____
Name: Barry F. Baker
Title: President + CEO
12/10/14

Exhibit A

Trademarks

Country	Trademark	Reg. No./ (Appl. No.)	Reg. Date/ (Appl. Date)	Current Owner	Status
Canada	MOLDEX	TMA748,427	9/23/2009	EnviroCare Corporation	Registered
Indonesia	ENVIROCARE	(D002013039 965)	(8/26/2013)	EnviroCare Corporation	Pending
Indonesia	MOLDEX	IDM0005016 43	6/17/2016	EnviroCare Corporation	Registered
Malaysia	ENVIROCARE & DESIGN	(2013059472)	(9/6/2013)	EnviroCare Corporation	Pending
Malaysia	MOLDEX (stylized)	2013059473	9/6/2013	EnviroCare Corporation	Registered
Singapore	ENVIROCARE & DESIGN	T1313458G	4/15/2014	EnviroCare Corporation	Registered
Singapore	MOLDEX	T1313456J	4/15/2014	EnviroCare Corporation	Registered
United States	MOLDEX	78831831	6/26/2007	EnviroCare Corporation	Registered

Tradenames

1. Envirocare
2. EnviroCare
3. Envirocare Corporation
4. EnviroCare Corporation
5. MOLDEX
6. EnviroShield