

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PECO CORPORATION OF TROY		04/30/2021	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PECO WASH HOLDINGS, LLC		
<b>Street Address:</b>	5605 HIATUS ROAD		
<b>City:</b>	TAMARAC		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33321		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6162154	SOFT-FLEX	
<b>Registration Number:</b>	4846786	CHEM-MINDER	
<b>Registration Number:</b>	3037717	SOFT FLEX FOAM	
<b>Registration Number:</b>	2997053	PECO	
<b>Registration Number:</b>	1644973	THE SOFT'N'FOAMY SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	14049626494		
<b>Email:</b>	stephen.kabakoff@millermartin.com		
<b>Correspondent Name:</b>	Stephen E. Kabakoff		
<b>Address Line 1:</b>	1180 W Peachtree St NW UNIT 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Stephen E. Kabakoff		
<b>SIGNATURE:</b>	/Stephen E. Kabakoff/		
<b>DATE SIGNED:</b>	05/04/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “**Trademark Assignment**”) is made and entered into as of April 30, 2021, by and among PECO WASH HOLDINGS, LLC, a Delaware limited liability company (“**Purchaser**”), and PECO CORPORATION OF TROY, a Michigan corporation (“**Seller**”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Purchaser, Seller, and the other parties thereto (the “**Purchase Agreement**”), Purchaser, among other things, purchased the Purchased Assets from Seller; and

**WHEREAS**, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

**NOW THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), with all of the goodwill associated with and symbolized by the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to

effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. 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.

4. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Remainder of page intentionally left blank.  
Signature page immediately follows.]*

**IN WITNESS WHEREOF**, the parties have hereunto caused this Trademark Assignment to be duly executed and effective as of the day and year first written above.

**PURCHASER:**

PECO WASH HOLDINGS, LLC,  
a Delaware limited liability company

By: Paul G. Fazio  
Name: Paul G. Fazio  
Title: Chief Executive Officer

**SELLER:**

PECO CORPORATION OF TROY,  
a Michigan corporation

By: \_\_\_\_\_  
Name: Gilbert J. Rietsch, Jr.  
Title: President and CEO

[Signature Page for Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007279 FRAME: 0571**

**IN WITNESS WHEREOF**, the parties have hereunto caused this Trademark Assignment to be duly executed and effective as of the day and year first written above.

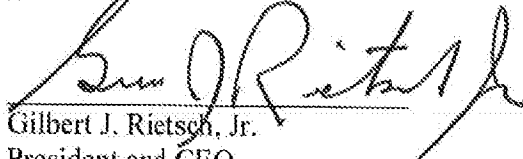
**PURCHASER:**

PECO WASH HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Paul G. Fazio  
Title: Chief Executive Officer

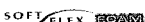


**SELLER:**

PECO CORPORATION OF TROY,  
a Michigan corporation

By:   
Name: Gilbert J. Rietsch, Jr.  
Title: President and CEO

**SCHEDULE 1**

**Assigned Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Jurisdiction</b>
SOFT-FLEX	6162154	29-SEP-2020	United States
CHEM-MINDER	4846786	03-NOV-2015	United States
SOFT FLEX FOAM 	3037717	03-JAN-2006	United States
PECO 	2997053	20-SEP-2005	United States
THE SOFT 'N' FOAMY SYSTEM 	1644973	21-MAY-1991	United States