

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDRA-MASTER, INC.		03/02/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	HYDRAMASTER NORTH AMERICA, INC.
Street Address:	14600 21st AVENUE NORTH
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1114808	HYDRA CAT
Registration Number:	1148727	CLEAN MASTER
Registration Number:	1180879	HYDRA MASTER
Registration Number:	1345770	ROTARY JET EXTRACTION
Registration Number:	1373573	RX-20
Registration Number:	1564183	HYDRAMASTER
Registration Number:	1829130	SAFECLEAN
Registration Number:	2964859	ROTARY EXTRACTION

CORRESPONDENCE DATA	
Fax Number:	(612)370-3207
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612 371 3211
Email:	tmg@lindquist.com
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.
Address Line 1:	80 South Eighth Street, 4200 IDS Center

CH \$215.00 1114808

Address Line 2: Connie Heikkila
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 386332.0057

NAME OF SUBMITTER: CONNIE R. HEIKKILA

Signature: /connierheikkila/

Date: 03/04/2008

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

March 2, 2008

WHEREAS, Hydra-Master, Inc., a Washington corporation (the "Assignor"), is the owner of certain trademarks and trademark registrations (collectively, the "Marks") listed on Exhibit A attached hereto; and

WHEREAS, HydraMaster North America, Inc., a Minnesota corporation (the "Assignee") desires to acquire the Marks and registrations thereof; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks and the registrations pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to such Marks listed on Exhibit A, including all registrations and applications to register the Marks, together with the goodwill of the businesses connected with the use of and symbolized by the Marks.
2. Assignor covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.
3. Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights.
4. Assignor further agrees that it will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.
5. Assignor agrees to reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Marks.
6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above

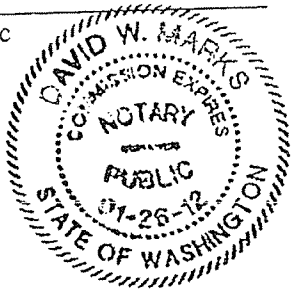
ASSIGNOR:

HYDRA-MASTER, INC
By: [Signature]
Its: PRESIDENT

STATE OF Washington)
)ss:
COUNTY OF King)

On this 2nd day of March, 2008, personally appeared Steve Brandt, to me known and known to be the President of Hydra-Master, Inc., a Washington corporation, and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

[Signature]
Notary Public



ASSIGNEE:

HYDRAMASTER NORTH AMERICA, INC.
By: _____
Its: _____
By: _____
Its: _____

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2008, personally appeared _____ and _____, to me known and known to be the _____ and _____, respectively, of HydraMaster North America, Inc., a Minnesota corporation, and acknowledged that they executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

Notary Public

Signature Page to Assignment of Trademarks

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

HYDRA-MASTER, INC.

By: _____

Its: _____

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2008, personally appeared _____, to me known and known to be the _____ of Hydra-Master, Inc., a Washington corporation, and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

Notary Public

ASSIGNEE:

HYDRAMASTER NORTH AMERICA, INC.

By: *[Signature]*

Its: Chief Executive Officer and President

By: *[Signature]*

Its: Chief Financial Officer and Sr. Vice Pres.

STATE OF Minnesota)
)ss:
COUNTY OF Hennepin)

On this 2nd day of March, 2008, personally appeared Christian Cornelius Kaudsen and Scott C. Lunger, to me known and known to be the CEO : President and CFO : Sr. Vice President, respectively, of HydraMaster North America, Inc., a Minnesota corporation, and acknowledged that they executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

[Signature]
Notary Public



Signature Page to Assignment of Trademarks

EXHIBIT A

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Next Renewal</u>
HYDRACAT & design	1,114,808	US	3/13/2009
CLEAN MASTER	1,148,727	US	3/24/2011
HYDRA MASTER	1,180,879	US	12/8/2011
ROTARY JET EXTRACTION	1,345,770	US	7/2/2015
RX-20 & design	1,373,573	US	12/3/2015
HYDRAMASTER (stylized)	1,564,183	US	11/7/2009
SAFECLEAN	1,829,130	US	4/5/2014
ROTARY EXTRACTION	2,964,859	US	Declaration of use due 7/5/2011 Renewal due 7/5/2015
HYDRAMASTER	2,027,007	United Kingdom	7/14/2015
HYDRAMASTER	650,909	Australia	1/18/2015
RX-20	328,876	Canada	6/19/2017
ROTARY JET EXTRACTION	353,924	Canada	3/23/2019
HYDRA MASTER	401,969	Canada	8/28/2022
SAFECLEAN	432,690	Canada	9/2/2009