

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Execution Date
Applied Sweepers Ltd.	10/26/2009

RECEIVING PARTY DATA

Name:	Tennant N.V.
Street Address:	Industrielaan 6,
City:	Uden
State/Country:	NETHERLANDS
Postal Code:	NL-5406 AB

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10496051
Application Number:	11720897
Patent Number:	5771532

CORRESPONDENCE DATA

Fax Number: (763)540-1616
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 763-540-1341
 Email: Laura.Bjorklund@tennantco.com
 Correspondent Name: Tennant Company
 Address Line 1: 701 North Lilac Drive
 Address Line 2: Attn: Laura L Bjorklund
 Address Line 4: Golden Valley, MINNESOTA 55422

NAME OF SUBMITTER:	Laura L Bjorklund
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Total Attachments: 13
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made between Applied Sweepers Limited, a private limited company organized under the laws of Scotland ("Seller"), and Tennant N.V., a corporation organized under the laws of the Netherlands ("Buyer").

Article I Assets and Excluded Assets

1.1 Assets. Seller hereby sells, conveys, assigns, and transfers to Buyer, free and clear of all liens, claims, and encumbrances, the following rights and assets of Seller (the "Assets") as listed on Schedule A:

- (a) Technology (including all Patents listed in Schedule B, know-how, research and development, and other expertise);
- (b) Tradenames, including all Trademarks listed in Schedule C
- (c) Non-UK Customer List
- (d) Inventory

1.2 Excluded Assets. Except for the Assets set forth on Schedule A, Buyer shall not acquire any other assets, nor assume any liabilities or obligations of Seller.

Article II Purchase Price

2.1 Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be the fair market value of the assets as set forth on Schedule A and shall be delivered to Seller within the time allotted below in Article 3.2(b).

Article III Effective Date and Deliveries

3.1 Effective Date. In accordance with the wishes of both Buyer and Seller, and pursuant to resolutions duly adopted by the directors of both Buyer and Seller approving the substance of this transaction, the effective date of this transaction shall be 5 October 2009 (the "Effective Date"). Buyer and Seller understand that this agreement may not be formally executed on that date due to various administrative delays, but that such delays shall not alter the Effective Date.

3.2 Closing Deliveries. On the Effective Date, Seller and Buyer shall make the following deliveries:

- (a) Seller shall deliver a Bill of Sale, Assignment, certificates of title, or any other instruments of conveyance reasonably requested by Buyer.
- (b) Buyer shall deliver the Purchase Price within 60 days of the Effective Date.

Article IV Representations and Warranties of Seller

4.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

- (a) Seller is duly incorporated under the laws of the Country of Scotland. Seller has the full power and authority to enter into this Agreement and perform the transactions provided for herein. The execution of this Agreement and the performance of the transactions provided for herein have received all necessary corporate approvals and consents and will not violate or constitute a default under any provision of its foundation documents.
- (b) Seller has good title to the Assets, free and clear of all pledges, liens, conditional sales contracts, encumbrances, security interests, or chattel mortgages. The instruments of transfer and assignment contemplated by this Agreement are sufficient to transfer good title to the Assets to Buyer.
- (c) The inventory sold by Seller to Buyer pursuant to this agreement is of commercial quality. Upon inspection of such inventory, should it be determined that the quality of such inventory is less than represented, Seller shall reimburse buyer for the difference in value of such inventory.

Article V Representations and Warranties of Buyer

5.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

- (a) Buyer is duly incorporated under the laws of the Netherlands. Buyer has the full power and authority to enter into this Agreement and perform the transactions provided for herein. The execution of this Agreement and the performance of the transactions provided for herein have received all necessary corporate approvals and consents and will not violate or constitute a default under any provision of its foundation agreements.

- (b) Buyer is relying on his personal knowledge of the business of Seller in connection with this Agreement, and is not relying on any representation or warranty or information from Seller, other than the representations and warranties set forth in this Agreement.

Article VI Miscellaneous

6.1 Assignment of Intellectual Property. Buyer and Seller hereby agree to execute an assignment of patents, and an assignment of trademarks, utilizing the forms attached to this agreement as Exhibits D and E, respectively, or a substantially similar form as the parties may determine at the time of such execution.

6.2 Mutual Assistance. At any time, and from time to time, after the date hereof Seller and Buyer shall, upon the request of the other, execute, acknowledge, and deliver all such further and other assurances and documents and will take such action consistent with the terms of this Agreement as may be reasonably requested to carry out the transaction contemplated herein and to permit each party to enjoy its rights and benefits hereunder.

6.3 Entire Agreement. This Agreement constitutes the sole agreement between Seller and Buyer regarding the subject matter hereof and correctly sets forth their obligations to each other as of its date. Any modification of this Agreement shall be ineffective unless it is in writing and signed by both parties. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.

6.4 Counterparts and Signature Pages. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party may deliver an executed copy of this Agreement (and an executed copy of any documents contemplated by this Agreement) by electronic signature (including facsimile or scanned email) to the other party, and such delivery will have the same force and effect as any other delivery of a manually signed copy of this Agreement (or such other document).

6.5 Expenses. Each party will pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.6 Governing Law. This Agreement is governed by and construed in accordance with and subject to the laws of the State of Minnesota, United States, without regard to any choice or conflict of law provisions or rule of any jurisdiction.

6.7 Severability. In the event that any provisions of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions of this agreement.

[Signature Page to Follow]

The parties have executed this Agreement effective as of the date first written above.

SELLER: APPLIED SWEEPERS LIMITED

By 

Name: Patrick O'Neill

Title: Director

Date: 10/26/2009

BUYER: TENNANT N.V.

TENNANT HOLDING B.V. (as director)

By 

Name: Heidi M. Hoard

Title: Director of Tennant Holding

Date: October 26, 2009

B.V.

Schedule A

The following property is to be transferred at the prices stated

Property	Price
Technology, including all patents listed on Schedule B	£2,320,622 (US\$3,700,000)
Tradenames, including all Trademarks listed on Schedule C	£2,759,659 (US\$4,400,000)
Customer Relationships – ROW (Excludes United Kingdom)	£3,512,293 (US\$5,600,000)
Inventory, including all equipment, parts, consumables, work in process, and raw materials (net of reserves)	* £1,866,590 plus mark-up
Total	* £10,459,164

* Arm's length mark-up to be determined upon conclusion of physical count and examination of inventory

Schedule B

The following Patents are to be transferred pursuant to this agreement:

US Patent Applications

Patent App. No.	Date Filed	Title
10/496051	11/19/2002	SWEEPING MACHINE WITH VARIABLE WHEEL TRACKING
11/720897	12/06/2005	DUST CONTROL SYSTEM

US Patents

Patent No.	Date Issued	Title
5771532	06/30/1998	SUCTION SWEEPING MACHINE

Foreign and International Patent Applications

Patent App. No.	Date Filed	Title	Countries
CA2465293	11/19/2002	SWEEPING MACHINE WITH VARIABLE WHEEL TRACKING	CA
20022349111	11/19/2002	SWEEPING MACHINE WITH VARIABLE WHEEL TRACKING	AU
EP1601837	03/12/2004	HOPPER OPENING MECHANISM	Designating all states
20044219896	03/12/2004	HOPPER OPENING MECHANISM	AU
2515352	03/12/2004	HOPPER OPENING MECHANISM	CA
GB2421534	12/13/2004	FLAP FOR DRAIN ON HOPPER	GB
PCT/GB2005/004683	12/06/2005	DUST CONTROL SYSTEM	PCT
2005313181	12/06/2005	DUST CONTROL SYSTEM	AU
CA2589913	12/06/2005	DUST CONTROL SYSTEM	CA
200580046594.9	12/06/2005	DUST CONTROL SYSTEM	CN
EP - 05813598.9	12/06/2005	DUST CONTROL SYSTEM	Designating all states
PCT/EP2009/057610	06/18/2009	CLEANING MACHINE	Designating all states
0811321.9	06/19/2008	CLEANING MACHINE	GB
PCT/EP2009/060712	08/19/2009	SWEEPING MACHINE	PCT
0816405.5	09/09/2008	SWEEPING MACHINE	GB
0820904.1	11/14/2008	ROTARY BRUSH	GB
0822781.1	12/15/2008	BATTERY CONNECTION SYSTEM	GB


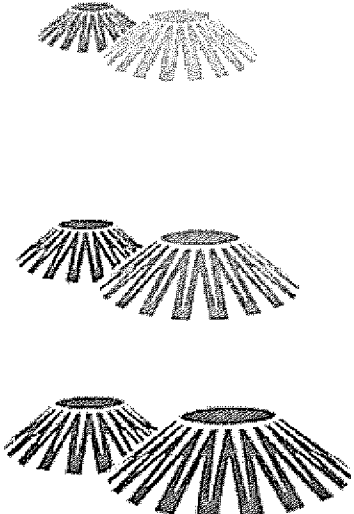


Foreign Patents

Patent No.	Date of Issue	Title	Countries
EP1448857	10/25/2006	SWEEPING MACHINE WITH VARIABLE WHEEL TRACKING	UK, DE, DK, ES, FR, IE, IT, NL, CH, LI
2271728	05/25/1999	SUCTION SWEEPING MACHINE	GB

Schedule C

The following trademarks are to be transferred pursuant to this agreement

TRADEMARK REGISTRATIONS

Country	Trademark	Registration Number	Date Filed	Date Registered
European CTM	2 Brush Design 	66027	1/4/1996	3/16/1998
United Kingdom	3 sets Brush Design 	1467134	6/7/1991	10/1/1993
France	APPLIED and Brush Design Applied 	93496441	12/9/1993	05/27/1994
Germany	APPLIED and Brush Design Applied 	2093084	12/17/1993	3/21/1995
United Kingdom	APPLIED SWEEPERS	1467130	6/7/1991	9/24/1993

Country	Trademark	Registration Number	Date Filed	Date Registered
European CTM	THE GREEN MACHINE	66092	4/1/1996	3/18/1998
United Kingdom	THE GREEN MACHINE	2042462	10/25/1995	6/20/1997
European CTM	CLOUDMAKER	4467627	6/2/2005	8/21/2006

Exhibit D

PATENT ASSIGNMENT

Whereas, APPLIED SWEEPERS LIMITED, a Scottish Limited Company having a place of business at Castle Laurie Works, Bankside Bainsford, Falkirk, FK2 7XE, Scotland ("Assignor"), is the owner of the United States and foreign patents and patent applications identified on the attached Schedule 1; and

Whereas, Tennant N.V., a Netherlands corporation having a place of business at Industrielaan 6, 5405 AB Uden, the Netherlands ("Assignee"), desires to acquire the entire right, title and interest in and to the United States and foreign patents and patent applications identified on the attached Schedule 1 and in and to the inventions described and claimed therein (the "Patents").

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns the following:

- (1) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patents claim priority to in whole or in part and to which the Patents claim priority; and
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents; and
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon; and
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- (5) The right to enforce patent rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor further agrees for itself and for its successors and assigns to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Assignee its successors and assigns may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement. The signatures from each counterpart may be combined with a copy of the Agreement to constitute the entire Agreement.

APPLIED SWEEPERS LIMITED

Date: _____

By: _____

Name:

Title:

Subscribed to and sworn to before
me this ___ day of _____, 200_.

Notary Public

Notary Seal

Exhibit E

TRADEMARK ASSIGNMENT

WHEREAS, **Applied Sweepers Limited**, a Scottish Limited Company, having offices at Castle Laurie Works, Bankside Bainsford, Falkirk, FK2 7XE, Scotland (**hereinafter "Assignor"**), is the owner of certain trademarks listed on Exhibit A hereto (hereinafter "the Marks"); and

WHEREAS, **Tennant N.V.**, a Netherlands Corporation, having offices at Industrielaan 6, 5405 AB Uden, the Netherlands (**hereinafter "Assignee"**), is desirous of acquiring the Marks thereof and the goodwill of the business associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks together with the goodwill of the business associated therewith throughout the world. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing. Assignor agrees to execute any additional documents presented to Assignor by Assignee which are or may be reasonably necessary to evidence or perfect the assignment, including those reasonably necessary to effectuate the recordation of the assignment.

This assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

Effective: October 5, 2009

APPLIED SWEEPERS LIMITED

By: _____

Print Name: _____

Print Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2009, before me appeared _____ of APPLIED SWEEPERS LIMITED, the person who signed this instrument, who acknowledged that s/he signed it as a free act on behalf of said company with authority to do so.

Notary Public