

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
Cleanway Industries, Inc.		06/01/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Cintas Corporation No. 2		
Street Address:	6800 Cintas Boulevard		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1578128	CLEANWAY INDUSTRIES	
Serial Number:	77948422	CLEANWAY	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135796960		
Email:	trademarks@kmlaw.com		
Correspondent Name:	Courtney A. Laginess		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	CI7800MA0338		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		

OP \$65.00 1578128

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TRADEMARK
 REEL: 004483 FRAME: 0858

Date:

02/22/2011

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of June 1, 2010 between Cleanway Industries, Inc., a corporation organized under the laws of the State of New York (the "Assignor") and Cintas Corporation No. 2, a corporation organized under the laws of the State of Nevada (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor holds rights under the Purchased Assets (collectively, the "Assigned Assets") as further set forth in the Asset Purchase Agreement between Assignor, Assignee, and Richard Harding and Cindy Harding, the only shareholders and equity owners of Assignor (the "Agreement"); and

WHEREAS, pursuant to and on the terms and conditions set forth in the Agreement, all right, title, and interest of the Assignor in the Assigned Assets is to be assigned to the Assignee in exchange for the consideration specified in the Agreement and the assumption by the Assignee of the Assigned Assets; and

WHEREAS, the execution and delivery of this Assignment and such assumption of the Assigned Assets has been authorized in all respects, as required by law and by the Agreement, by both Assignor and Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Assignment of Assets. Pursuant to the aforementioned authorization and the consideration stated in the Agreement, the Assignor by this instrument does convey, grant, bargain, sell, transfer, setover, assign, release, deliver, and confirm unto the Assignee and its successors and assigns all of its right, title and interest in and to the Assigned Assets.
2. No Assumption of Liabilities. Except as set forth in the Agreement, no debts, obligations, or liabilities of Assignor, whether fixed or contingent, direct or indirect, current or future, known or unknown, including trade or accounts payable, or payments under leases or contracts arising from and related to the Assigned Assets shall be assumed by Assignee.
3. Assignment of Non-Competition and Non-Solicitation Agreements. The Assignor by this instrument does hereby grant, convey, bargain, sell, transfer, setover, assign, release, deliver, and confirm unto the Assignee and its successors and assigns all of its right, title, and interest in and to all non-competition agreements and non-solicitation agreements and/or covenants with Assignor's employees or former employees of the Business and between Assignor and any former owners of the Business.
4. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, having full right and authority, in the name of the Assignor or otherwise, and for the benefit and at the expense of the Assignee and its successors and assigns:

(a) to institute and prosecute all proceedings which the Assignee may deem proper in order to collect, assert, or enforce any claim, right, or title in or to the Assigned Assets, non-competition agreements, properties, and business sold and transferred to the Assignee by this Assignment, to defend or compromise any and all actions, suits, or proceedings in respect of any such assets, non-competition agreements, properties, and business sold, and to do all such acts and things in relation thereto as Assignee shall deem advisable; and

(b) to take all action which the Assignee shall deem proper in order to provide for the Assignee the benefits under any Assigned Assets, where any required consent of another party to the assignment thereof to the Assignee pursuant to the Agreement shall not have been obtained; provided, however, that Assignee shall not create any additional liability for the Assignor under the Assigned Assets without the Assignor's consent.

The Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it or by its subsequent dissolution in any manner or for any reason. The Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

5. No Implied Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto, or their respective successors or assigns, any right, remedies, obligations, or liabilities under or by reason of this Assignment.

6. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

7. Counterparts. This Assignment may be executed by the parties hereto in any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. A facsimile or electronically transmitted (pdf) signature shall constitute an original.

[Remainder of page is blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in their respective names, all on the day and year first above written.

CLEANWAY INDUSTRIES, INC.

By: Cindy Harding
Name: Cindy Harding
Title: President

CINTAS CORPORATION NO. 2

By: _____
Name: Michael T. Mahoney
Title: Director – Corporate Development

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in their respective names, all on the day and year first above written.

CLEANWAY INDUSTRIES, INC.

By: _____
Name: Cindy Harding
Title: President

CINTAS CORPORATION NO. 2

By: Michael T. Mahoney
Name: Michael T. Mahoney
Title: Director – Corporate Development

[Signature Page to Assignment and Assumption Agreement]