

# 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                               |
| University of Cincinnati   |  | 05/09/2011     | State institute of higher education: OHIO |
| RECEIVING PARTY DATA   |  |                |   |
| Name:  | Bartlett Services, Inc.                      |                |   |
| Street Address:  | 60 Industrial Park Road                      |                |   |
| City:  | Plymouth                                     |                |   |
| State/Country:   | MASSACHUSETTS                                |                |   |
| Postal Code:   | 02360  |                |   |
| Entity Type:   | CORPORATION: MASSACHUSETTS                   |                |   |
| PROPERTY NUMBERS Total: 1  |  |                |   |
| Property Type  | Number                                       | Word Mark      |   |
| Registration Number:   | 1836502                                      | PBS            |   |
| CORRESPONDENCE DATA  |  |                |   |
| Fax Number:  | (508)591-1397                                |                |   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                |   |
| Phone:   | 5085911267                                   |                |   |
| Email:   | nick@bartlettinc.com                         |                |   |
| Correspondent Name:  | Nicholas DiMascio                            |                |   |
| Address Line 1:  | 60 Industrial Park Road                      |                |   |
| Address Line 4:  | Plymouth, MASSACHUSETTS 02360                |                |   |
| NAME OF SUBMITTER:   | Nicholas DiMascio                            |                |   |
| Signature:   | /Nicholas DiMascio/                          |                |   |
| Date:  | 05/17/2011                                   |                |   |

Total Attachments: 6

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OP \$40.00 1836502

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of April 26, 2011 ("Effective Date"), is by and between the University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, whose principal location is at 51 Goodman Drive, Cincinnati, Ohio 45221 ("**Assignor**"), and Bartlett Services, Inc., having a principal place of business at 60 Industrial Park Road, Plymouth, Massachusetts 02360 ("**Assignee**").

#### RECITALS

WHEREAS, Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibits A and B attached hereto (collectively, the "**Marks**") and all goodwill symbolized by and associated with the business conducted under such Marks, which business is ongoing and existing, and Assignee desires to purchase, and accept the assignment and transfer of, all of Assignor's right, title and interest in and to such Marks and all goodwill symbolized by and associated with the business conducted under such Marks.

WHEREAS, Assignor represents and warrants to Assignee that (a) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Marks; (b) the Marks are free of any liens, security interests, encumbrances or licenses; and (c) there are no claims, pending or threatened, with respect to Assignor's rights in the Marks.

NOW, THEREFORE, by this document, and for the amount of One Thousand Dollars and 00/100s (\$1,000.00), due sixty (60) days after the Effective Date, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, its entire right, title and interest in and to: (i) the Marks; (ii) any and all goodwill symbolized by and associated with the business conducted under the Marks; (iii) all registrations and applications (including intent-to-use applications) for the Marks; (iv) all income, royalties, damages and payments in respect of the Marks which become due or payable after the Effective Date; and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Marks which occurs after the Effective Date; provided, however, that Assignor shall retain a) all right, title and interest in and to any income, royalties, damages and payments in respect of the Marks due or payable prior to the Effective Date and (b) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for any infringement of the Marks which occurred prior to the Effective Date.

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence the rights, hereby transferred.

WHEREFORE, Assignor has caused this Agreement to be duly executed below, as of the Effective Date.

ASSIGNOR: University of Cincinnati

By: [Signature]

Date: 5-9-11

Print name: Geoffrey Pinski

Title: Director, Office of Entrepreneurial Affairs and Technology Commercialization

ASSIGNEE: Bartlett Services, Inc.

By: 

Date: 5/5/2011

Print name: Antonio B. Guimarães

Title: Vice President, Contract Administration

Exhibit A  
Trademark Disclosure

UC No. 1058, entitled, "Word Mark PBS"

*JP*

Exhibit B

**TRADEMARK/SERVICE MARK REGISTRATION**

**TRADEMARK**

**REEL: 004542 FRAME: 0751**

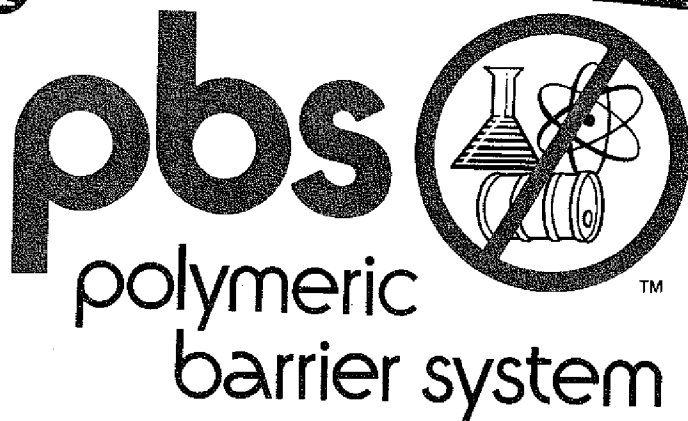
A handwritten signature or set of initials, possibly 'AP', located in the bottom right corner of the page.

# Advanced Coatings Technology from BARTLETT...

BARTLETT SERVICES, INC. makes hazardous material/contamination control and removal as efficient and easy as 1-2-3!

BARTLETT provides full "turn-key" decontamination services to the nuclear and hazardous waste industries with its three-point approach...

1



BARTLETT SERVICES, INC. exclusively provides an important breakthrough in hazardous material control. **Polymeric Barrier System (PBS)**<sup>TM</sup>, developed by the environmental research group at the University of Cincinnati, is a non-toxic, single-component material that provides interim control over migration of hazardous materials. **PBS** forms a strong, impermeable barrier between waste materials and the external environment.

**PBS** is applied by using airless spray equipment to a variety of surfaces: Earth, metal, concrete, paper and debris, and painted surfaces.

- HAZARDOUS AND MIXED WASTE SITES
- SANITARY LANDFILLS (Daily Cover)
- EMERGENCY SPILL CONTAINMENT
- RADON DISPERSION CONTROL
- REMEDIATION ACTIVITIES
- MINING SITES FOR RUN-OFF CONTROL
- ASBESTOS FIXATION
- BURIAL TRENCH STABILIZATION
- AIRBORNE PARTICULATE (Dust) CONTROL

2



Strippable coatings offer a preferred alternative to hydrolazing, steam cleaning, or hand wiping. BARTLETT SERVICES' **Stripcoat**<sup>\*</sup> is the highest quality coating offered today and is priced below competing products! Easily applied and removed, **Stripcoat**...

- Provides excellent decontamination factors and effective hot particle control to minimize the spread of contamination.
- Produces no water waste or other liquids that need processing before release.
- Can be compacted for disposal or incinerated.
- Can be sprayed on or rolled over steel, concrete, asphalt, wood, aluminum, or painted surfaces.
- Prevents airborne radioactivity and provides a durable surface for ongoing work and foot traffic.
- Significantly reduces the need for respirators, providing greater worker protection and increased productivity.

\* Trademark Pending

## 3 The BARTLETT Difference: Products + Personnel

BARTLETT SERVICES, INC.'s commitment to excellence guarantees results and performance second to none. We provide fully-trained and qualified personnel who can correctly analyze your particular needs and apply the most efficient and cost-effective method of decontamination.

BARTLETT SERVICES  
is ready to assess your individual situation

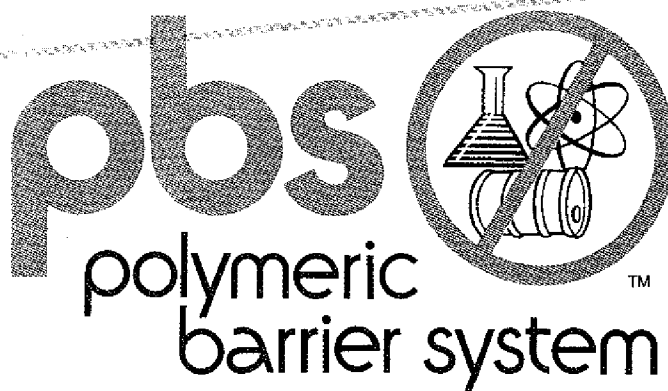
For more information, contact  
PAUL LOVENDALE or ART DESROSIERS  
at  
1-508-746-6464 • FAX 1-508-746-6518

# BARTLETT SERVICES, INC.

60 Industrial Park Road / Plymouth, Massachusetts 01962  
TEL: 004642 FRAME: 0752

# Separate the **HAZARD** from the **ENVIRONMENT!!**

**BARTLETT SERVICES, INC.**  
offers a non-toxic water-based system  
for interim migration control of  
hazardous or contaminated materials.



The Polymeric Barrier System™ (PBS), developed at the University of Cincinnati, is a non-toxic, single component system which can be easily applied in the field to form a strong impermeable barrier between hazardous materials and the environment.

## ***Potential applications for PBS include:***

- Interim dispersion control of contaminated materials.
- Temporary cover for contaminated soil or construction debris.
- Control of plant equipment or machinery for storage or transportation.
- Burial trench soil stabilization.
- Emergency use to confine spills.
- Airborne (dust) control.
- Coating for asbestos materials.

## **BARTLETT SERVICES, INC.'S**

Commitment to excellence  
guarantees results and  
performance second to none.  
We provide fully-trained and  
qualified personnel who can  
accurately analyze your  
particular needs and  
professionally apply PBS.

*For more information, contact:*  
**PAUL LOVENDALE or**  
**ART DESROSIERS at**  
**(508) 746-6464**  
**FAX (508) 746-6518**



# **BARTLETT SERVICES, INC.**

60 Industrial Park Road / Plymouth, Massachusetts 02253

RECORDED: 05/17/2011

REEL: 004042 FRAME: 0760