

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
C&R Maintenance, Inc.		09/06/2012	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RIZZO ENVIRONMENTAL SERVICES, INC.		
<b>Street Address:</b>	6200 Elmridge		
<b>City:</b>	Sterling Heights		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48313		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3070446	RIZZO	
<b>Registration Number:</b>	3167435	RIZZO SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485677440		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	248.567.7400		
<b>Email:</b>	mmpeterson@varnumlaw.com		
<b>Correspondent Name:</b>	Marilynn M Peterson		
<b>Address Line 1:</b>	39500 High Pointe Blvd., Suite 350		
<b>Address Line 4:</b>	Novi, MICHIGAN 48375		
<b>ATTORNEY DOCKET NUMBER:</b>	332015-RIZZO-RIZZO_SERV		
<b>NAME OF SUBMITTER:</b>	Marilynn M. Peterson		
<b>Signature:</b>	/Marilynn M Peterson/		

CH \$65.00 3070446

Date:

09/10/2013

**Total Attachments: 4**

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**PROPRIETARY RIGHTS ASSIGNMENT**

This PROPRIETARY RIGHTS ASSIGNMENT (“*Assignment*”) is entered into as of September 6, 2012 by C&R Maintenance, Inc., a Michigan corporation (“*Assignor*”) in favor of Rizzo Environmental Services, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to U.S. trademark registration number 3070446 for the service mark “**RIZZO**” and U.S. trademark registration number 3167435 for the service mark “**RIZZO SERVICES**”, and all goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor, Assignee, Senior Leasing, LLC, a Michigan limited liability company, Charles B. Rizzo, Charles P. Rizzo, and Rizzo Group, LLC are parties to the Asset Purchase and Contribution Agreement dated as of the date hereof (the “*Purchase Agreement*”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees to the following:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of the Marks; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this

Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

3. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

C&R MAINTENANCE, INC.

By: \_\_\_\_\_  
Name: Charles E. Rizzo  
Title: President

Acknowledgement:

**RIZZO ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Robert Michalik  
Title: President

[Signature Page to Proprietary Rights Assignment]

**TRADEMARK**  
**REEL: 005107 FRAME: 0604**

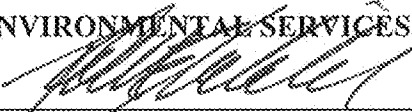
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

C&R MAINTENANCE, INC.

By: \_\_\_\_\_  
Name: Charles B. Rizzo  
Title: President

Acknowledgement:

RIZZO ENVIRONMENTAL SERVICES, INC.

By:   
Name: Robert Michalik  
Title: Vice President

[Signature Page to Proprietary Rights Assignment]