

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299599

<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>
PSC, LLC		03/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PSC INDUSTRIAL OUTSOURCING, LP		
<b>Street Address:</b>	5151 SAN FELIPE, SUITE 1100		
<b>City:</b>	HOUSTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4165292	PROVIDING TOMORROW'S SOLUTIONS TODAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128338007		
<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>	212-833-8000		
<b>Email:</b>	trademark@weil.com		
<b>Correspondent Name:</b>	Caroline Geiger		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	67671.0007.A716		
<b>NAME OF SUBMITTER:</b>	Devon J. Goldberg		
<b>SIGNATURE:</b>	/Devon J. Goldberg/		
<b>DATE SIGNED:</b>	03/28/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## **FORM OF ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of March 28, 2014, is made by and between PSC, LLC ("Assignor") and PSC Industrial Outsourcing, LP (the "Assignee") (each a "party," and collectively, the "parties").

WHEREAS, Assignor is the owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor owes to Assignee intercompany payables in an amount in excess to the value of the Trademarks (the "Intercompany Payable"); and

WHEREAS, Assignor desires to transfer to, and Assignee desires and agrees to accept, all right, title and interest in and to the Trademarks in exchange for the partial satisfaction of the Intercompany Payable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignee.

3. Further Assurances. Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, electronic mail in "portable document format" (".pdf") form, or by any other electronic transmission) in one or more counterparts, and by the different parties hereto in

separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. General. From and after the Closing, in the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

7. Amendment. The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Assignment shall be valid and effective, unless the parties shall unanimously agree in writing to such Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**PSC, LLC**

By: \_\_\_\_\_

Name: Jeffrey A. Stocks

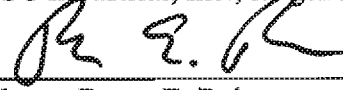
Title: Secretary and Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**TRADEMARK**  
**REEL: 005246 FRAME: 0573**

**PSC INDUSTRIAL OUTSOURCING, LP**

By: PSC Industrial, Inc., its general partner

By: 

Name: Bruce E. Roberson

Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**TRADEMARK**  
**REEL: 005246 FRAME: 0574**

**SCHEDULE A**  
**TRADEMARKS**

<b>U.S. Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Providing Tomorrow's Solutions Today	4165292	6/26/2012

[SCHEDULE A TO ASSIGNMENT OF TRADEMARKS]

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**RECORDED: 03/28/2014**

**TRADEMARK**  
**REEL: 005246 FRAME: 0575**