## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM305373

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	07/03/2007	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Heritage Environmental Services, LLC		04/16/2014	LIMITED LIABILITY COMPANY: INDIANA

#### **RECEIVING PARTY DATA**

Name:	Pizo Technologies Worldwide, LLC	
Street Address:	7901 West Morris Street	
City:	Indianapolis	
State/Country: INDIANA		
Postal Code: 46231		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3870791	PIZO

### **CORRESPONDENCE DATA**

Fax Number: 3176377561

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (317)634-3456 Email: cps@uspatent.com CHARLES P. SCHMAL **Correspondent Name:** 

Address Line 1: WOODARD, EMHARDT ET AL.

Address Line 2: 111 MONUMENT CIRCLE, SUITE 3700

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	54028-4
NAME OF SUBMITTER:	Charles P. Schmal
SIGNATURE:	/Charles P. Schmal/
DATE SIGNED:	05/22/2014

## **Total Attachments: 4**

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### ASSIGNMENT NUNC PRO TUNC

WHEREAS, Heritage Environmental Services, LLC, a limited liability company of the state of Indiana ("Assignor"), owns the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Pizo Technologies Worldwide, LLC, a limited liability company of the state of Indiana ("Assignee"), is desirous of acquiring the Trademark and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Assignor does hereby assign, transfer and convey to Assignee, *nunc pro tunc*, effective as of July 3, 2007, Assignor's right, title, and interest in and to the Trademark, together with all the associated goodwill of the business symbolized by the Trademark, and all applications and registrations of the Trademark, as well as all rights to injunctive relief, damages, and profits, due or accrued, arising out of all causes of action, past, present, and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns, or other legal representatives; the same to be held and enjoyed by said Assignee for its own use, and for its legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this Assignment Nunc Pro Tunc not been made.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Assignment Nunc Pro Tunc.

This Assignment Nunc Pro Tunc shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Assignment Nunc Pro Tunc.

[Signature Pages Follow]

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TRADEMARK
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IN WITNESS WHEREOF, this Assignment Nunc Pro Tunc has been executed effective as of the date first set forth above.

	(Assignor)
	Signature Signature
	Printed Name
	Vice President
	<u>04-16-2014</u> Date
STATE OF <u>IMIGAR</u> COUNTY OF <u>MAGINA</u>	) ) ss: )
	efore me appeared Olombia C. Edward S (name)  unc Pro Tunc, who acknowledged it was signed as a
SEAL	Jahvor L. July 635859
PATRICIA L. GAULT Notary Public, State of Incline SEAL My Commission Expires (M/2020)	Notary Public  My commission expires on: 1020

	Pizo Technologies Worldwide, LLC (Assignee) Signature
	Printed Name
	V. P. FINANCE Title
	Title 4/9/14 Date
STATE OF/NDIANA COUNTY OF _MARION	) ) ss: )
On this Granth of AFRIL , 2014, b	efore me appeared <u>DAVIO L. FRANZ</u> ,
the person who signed this Assignment Nu	inc Pro Tunc, who acknowledged it was signed as a
SEAL NOTARY PUBLIC Commision Expires	<u>Notary Public</u>
Sept. 6, 2015	My commission expires on: 09-06-20/5

# SCHEDULE A

Trademark	Jurisdiction Of Registration	Reg. No.	Reg. Date
PIZO	United States	3,870,791	November 2, 2010

#1031877

**RECORDED: 05/22/2014** 

TRADEMARK REEL: 005285 FRAME: 0338