

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Questar, Inc.		01/16/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Questar Solutions, LLC		
Street Address:	2400 Maitland Center Parkway, Suite 107		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3436030	QUESTAR LABPACKER	
Registration Number:	3356246	QUESTAR	
Registration Number:	3356248	QUESTAR	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>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.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	43589-00004		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	02/12/2015		
Total Attachments: 3			
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GENERAL BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Questar, Inc., an Ohio corporation ("Seller"), and Industrial Container Services, LLC, a Delaware limited liability company, and Questar Solutions, LLC, a Delaware limited liability company (together the "Buyer"), have entered into that certain Asset Purchase Agreement dated effective January 16, 2015 (the "Agreement"), pursuant to which Seller has agreed to sell and Buyer has agreed to buy the Acquired Assets (as defined in the Agreement) from Seller. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as set forth in the Agreement.

WITNESSETH:

WHEREAS, in accordance with the Agreement, Seller has agreed to sell, transfer, assign, convey and deliver to Buyer the Acquired Assets, defined in the Agreement as follows:

1. the Inventory;
2. all furniture, furnishings, fixtures, equipment (including office equipment, including personal computers and servers), machinery, appliances, parts, computer hardware, automobiles and trucks and all other tangible personal property of every description and kind and all replacement parts therefore (other than Inventory) located at the real property, including without limitation any of the foregoing that has been fully depreciated (collectively, the "Equipment");
3. all real property, including all interest, right and title to the structures and improvements located thereon, and all fixtures and fixed assets attached thereto or located therein, including machinery and equipment situated thereon or forming a part thereof, together with all appurtenances, easements, rights-of-way and other rights or interests related thereto;
4. all leasehold interests and leasehold improvements created by all leases of personal property under which Seller is a lessee or lessor;
5. all leasehold interests and leasehold improvements in the Leased Premises;
6. all Accounts Receivable, instruments and chattel paper;
7. all deposits and rights with respect thereto;
8. all keys to any real property and Leased Premises;
9. all of Seller's rights under all contracts, claims and rights (and benefits arising therefrom) with or against all persons whomsoever, including, without limitation, all rights against suppliers under warranties covering any of the Inventory or Equipment and all permits, to the extent they are legally transferable by Seller;
10. all of Seller's rights under all sales orders and sales contracts, service orders and service contracts, purchase orders and purchase contracts, quotations and bids;

11. the Intellectual Property;
12. the Assumed Contracts;
13. all customer lists, customer records and similar information to the extent used in or comprising the Business;
14. all books and records, including without limitation, blueprints, drawings and other technical papers, payroll, employee benefit, accounts receivable and payable, inventory, maintenance, and asset history records, ledgers, and books of original entry, all insurance records and OSHA and EPA files;
15. all rights in connection with prepaid expenses with respect to the Acquired Assets;
16. all sales and other data, policies and procedures, files and records, manuals, invoices, customer lists, client lists, broker lists, accounting records, business records, operating data and other data, sales and promotional materials, catalogues and advertising literature;
17. all letters of credit issued to, and for benefit of, Seller;
18. all computer software and programs, including all documentation, machine readable codes, printed listings of codes, source codes with respect to such software and programs and licenses and leases of software;
19. the Assumed Permits;
20. all telephone and fax numbers and email addresses of Seller;
21. any right Seller has, had or may have to recover against persons who are not parties to this Agreement for any event or circumstance for which Buyer could seek indemnification pursuant to Section 10.2 (*Indemnification and Payment of Damages by the Shareholders and Seller*), including but not limited to rights of Seller under insurance policies, rights of indemnification, rights of contribution, joint and several liability, strict liability, contributory negligence or other rights ("Recovery Rights"). Recovery Rights include but are not limited to rights to recover under insurance policies or other contracts or from other parties for environmental damages at the real property or Leased Premises, products liabilities, failures of title, business interruptions or warranty claims;
22. all plans and surveys, plats, specifications, engineer's drawings and architectural renderings and similar items related to the Acquired Assets, including, without limitation, those relating to utilities, easements and roads; and

23. except as set forth in the list of Retained Assets, to the extent transferable, all other hardware, software, office furniture and equipment relating to the Business, as well as all other or additional privileges, rights, interests, properties and assets of Seller of every kind and description, real or personal, tangible or intangible, and wherever located that are used or intended for use, or that are necessary or appropriate to the continued conduct of the Business as it has been, and is presently being conducted.

NOW THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of all of which are hereby acknowledged, and in accordance with the Agreement, Seller does hereby sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest in and to the Acquired Assets as set forth in the Agreement.

TO HAVE AND TO HOLD the entire right, title and interest of Seller in and to the Acquired Assets hereby sold, transferred, assigned, conveyed and delivered to Buyer, its successors and assigns, for its and their use and benefit forever. Seller shall warrant and defend the sale of the Acquired Assets pursuant to the Agreement. Nothing in this Bill of Sale shall limit the provisions of the Agreement.

IN WITNESS WHEREOF, Seller has caused these presents to be executed effective as of January 16, 2015.

SELLER:

Questar, Inc.:

By:

