

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Everclean Services, Inc.		09/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UL LLC		
Street Address:	333 Pfingsten Road		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76552727	EVERCLEAN	
Serial Number:	76571004	EVERCLEAN	
Serial Number:	76552882	NATIONAL EVERCLEAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	847-664-1070		
Email:	lindsay.posniak@ul.com		
Correspondent Name:	Sanjana Sharma		
Address Line 1:	333 Pfingsten Road		
Address Line 4:	Northbrook, ILLINOIS 60062		
NAME OF SUBMITTER:	Sanjana Sharma		
SIGNATURE:	/Sanjana Sharma/		
DATE SIGNED:	04/24/2015		
Total Attachments: 6			
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Asset Transfer Agreement

THIS AGREEMENT by and between **National Everclean Services, Inc.**, company incorporated in California ("Party A") and **UL LLC**, a company incorporated in Delaware ("Party B"), is made with regard to a transfer of certain of Party A's business assets and liabilities to Party B under the following terms and conditions:

Article 1 Parties and Legal Representatives

The Parties to this Agreement and their legal representatives are:

Party A:	National Everclean Service, Inc.
Place of Registration:	California
Legal Address:	28632 Roadside Dr., Ste. 275 Agoura Hills, CA 91301
Legal Representative:	Michael Saltzman
Position:	On Behalf of Sole Shareholder of Party A
Party B:	UL LLC
Place of Registration:	Delaware
Legal Address:	1209 Orange St. Wilmington, DE 19801
Legal Representative:	Terrence Brady
Position:	Senior Vice President & Corporate Secretary

Article 2 Definitions

2.1 The term "Asset and Liability Transfer" refers to the transfer, conveyance, passing, and assignment, of the specified rights, titles, assets, liabilities, and obligations of Party A to Party B.

2.2 The term "Asset Transfer Date" refers to the date of the Asset and Liability Transfer between Party A and Party B, as set forth in Section 4.2.

2.3 The term "Transferred Assets" refers to all of the assets of Party A as of the Asset Transfer Date. The Transferred Assets include without limitation, the following:

1. **Owned Real Property and Leased Real Property;**
2. **Tangible personal property** (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchases part, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, and tools);
3. **Intellectual Property** (meaning all of the following anywhere in the world: (i) works of authorship and other copyrightable works, whether registered or unregistered, and whether or not published, and all renewals, extensions, restorations and reversions thereof; the right to prepare, reproduce and distribute copies or compilations thereof, and create derivative works therefrom; all author's rights; all copyright licenses and interests of every kind and nature; (ii) inventions, invention disclosures (whether or not patentable), discoveries, ideas, and all patents, registrations, and applications therefor, including, without limitation, divisions, continuations, continuations-in-part and renewal applications, and all renewals, extensions and reissues thereof, and counterparts claiming priority therefrom; (iii) trade secrets, including trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory law and common law; (iv) other proprietary or confidential processes, methodologies, information, technology, and know-how, including, without limitation, processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists; (v) proprietary databases and data compilations and all documentation relating to the foregoing, including manuals, memoranda and records; (vi) domain name registrations; (vii) computer software and firmware, including without limitation data files, source code, object code and software-related specifications and documentation; (viii) including, in each case, any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any governmental entity in any jurisdiction; (ix) the right to sue for all past, present and future infringement, misappropriation or dilution of any of the foregoing; and (x) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds from lawsuits);
4. **Investment portfolio;**
5. **Leases, subleases, and rights thereunder;**
6. **Agreements, contracts, indentures, mortgages, instruments, liens, guaranties, and other similar arrangements, except as may be included in the Separately Transferred Assets or Retained Assets;**
7. **Accounts receivables;**
8. **Claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment, except as may be included in or relate to the Separately Transferred Assets or Retained Assets;**

9. **Permits, franchises, approvals, licenses, certificates, variances, and similar rights** obtained from governments and governmental agencies; and
10. **Documents, books, records, ledgers, files, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reposts, and other printed or written materials.**

2.4 The term "Transferred Liabilities" refers to all items listed on the Balance Sheet, plus any liabilities incurred between the date thereof through the Asset Transfer Date, minus any liabilities satisfied or released between the dates thereof through the Asset Transfer Date.

Article 3 Governing Law

This Agreement will be governed by the laws of Illinois.

Article 4 Asset and Liability Transfer and Succession to Corporate Assets; Hiring of Employees

4.1 Effective upon the Asset Transfer Date, Party A hereby passes, transfers, conveys, and assigns all the Transferred Assets and the Transferred Liabilities to Party B, and Party B accepts the Transferred Assets and assumes the Transferred Liabilities.

4.2 The Asset Transfer Date is September 30, 2014.

4.3 As of the Asset Transfer Date, Party B will offer employment to all the employees of Party A, under the same terms and conditions as they are currently employed.

4.4 All correspondence, information, orders, enquiries and other documentation and items and all receivables and other money relating to or connected to the Assets or Liabilities received by Party A after the Asset Transfer Date will be immediately passed or paid (as the case may be) to Party B or as it may direct.

Article 5 Value Consideration

The consideration for the Transferred Assets is Party B's assumption of the Transferred Liabilities. The parties agree that this is fair and adequate consideration..

Article 6 Asset Transfer Approvals

Both Party A and Party B will obtain all authorizations required to empower it to enter into and perform this Agreement.

Article 7 Registrations and Responsible Parties

7.1 All necessary applications, documents, certificates and the like will be prepared and/or filed, as deemed necessary.

7.2 All necessary applications, documents, certificates and the like will be prepared and/or filed, as deemed necessary.

Article 8 Expenses

Party B will pay for all fees and expenses associated with this Agreement.

Article 9 Amendments

Any amendment of this Agreement will come into force if in writing and signed by Party A and Party B.

Article 10 Liabilities for Breach

10.1 In the event of a breach of this Agreement, the defaulting Party will be liable to the non-defaulting Party for direct damages incurred as a result of such defaulting Party's breach of contract. The failure of a Party to give notice to the other Party of a breach of this Agreement shall not constitute a waiver thereof, nor will the waiver of any breach of this Agreement constitute a waiver of any other breach of this Agreement.

10.2 Notwithstanding anything contained in this Agreement, neither Party will be liable to the other Party for consequential damages, loss of production or loss of profit.

Article 11 Waiver

The failure of either Party to enforce any provision of this Agreement or to exercise any right in respect thereto will not be construed as constituting a waiver of its right to enforce the same or any other provision or to exercise the same or any other right.

Article 12 Severability

If any provision of this Agreement is or becomes invalid or unenforceable, the Parties will make a reasonable attempt to negotiate in good faith for a valid and enforceable provision which will reflect the legal and economic substance of the invalid or unenforceable provision as closely as possible. The invalidity because of any law or regulation of a provision of this Agreement not fundamental to its performance will not relieve any of the Parties from its obligations under the other provisions of this Agreement nor deprive any of the Parties of the benefits of such other provisions.

Article 13 Notice

Notices will be in writing and in English, executed by an authorized person and delivered personally, by registered or certified mail, courier, e-mail, or facsimile. Notice will be deemed to have been delivered by facsimile or e-mail upon confirmed written receipt and, by mail or courier, upon the earlier of (i) receipt or (ii) five (5) days after the notice is deposited in the mail or placed with the courier for delivery to a Party at the following address (or at such other address as that Party may designate in writing):

Party A: Address: 28632 Roadside Dr., Ste. 275
Agoura Hills, CA 91301
Attn: Michael Saltzman
On Behalf of the Sole Shareholder of Party A

Party B: Address: 333 Pfingsten Road
Northbrook, IL 60062
Attn: Terrence Brady
Senior Vice President & Corporate Secretary

This Transfer Agreement may be executed in multiple counterparts.

(Signature Page to Follow)

* * *

IN WITNESS WHEREOF, the undersigned represents and warrants that (s) he is authorized to execute this Agreement and that (s) he has read the foregoing and understands its terms.

For and on Behalf of
the Sole Shareholder of
National Everclean Services Inc.

For and on Behalf of
UL LLC


Name: Michael Saltzman
Title: Director


Name: Terrence Brady
Title: Director

Advanced Automation & Testing, Inc. – UL Verification Services Inc. Asset Transfer Agreement