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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM348469

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CBM ASSOCIATES, INC.		06/30/2015	CORPORATION: WYOMING

RECEIVING PARTY DATA

Name:	APEX COMPANIES, LLC	
Street Address:	t Address: 15850 Crabbs Branch Way, Suite 200	
City:	Rockville	
State/Country:	e/Country: MARYLAND	
Postal Code:	al Code: 20855	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4031400	INTERTECH

CORRESPONDENCE DATA

Fax Number: 3365744519

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: 704-350-6352

Email: Jan.Morton@wcsr.com
Correspondent Name: C. Keith Marshall, Jr.
Address Line 1: 301 S. College St

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	55923.0023.2	
NAME OF SUBMITTER:	C. Keith Marshall, Jr.	
SIGNATURE:	/C. Keith Marshall, Jr./	
DATE SIGNED:	07/17/2015	

Total Attachments: 3

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> TRADEMARK REEL: 005579 FRAME: 0295

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made as of June 30, 2015 (the "<u>Effective Date</u>"), by and between CBM Associates, Inc., a Wyoming corporation d/b/a InterTech Environmental & Engineering, LLC ("<u>Assignor</u>"), and Apex Companies, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trademarks, service marks, copyrights, including rights of priority, and all US registrations for the "INTERTECH" mark with U.S. Registration Number 4,031,400, having a registration date of September 27, 2011 (the "Mark"); and (ii) any and all goodwill of the business associated with the Mark;

WHEREAS, Assignee desires to acquire the Mark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Mark and goodwill to Assignee; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to that certain Contribution Agreement, dated of even date herewith, among the Assignee, the Assignor, TW Apex Holdings, LLC, a Delaware limited liability company, and certain other parties thereto;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, together with: (i) the goodwill symbolized by the Mark; (ii) all causes of action, claims and demands for infringement or misappropriation, including past infringements and misappropriations, of the Mark; and (iii) any royalties or other consideration owed to Assignor in connection with use of the Mark after the Effective Date.
- 2. Assignor agrees without further consideration to cause to be performed such other commercially reasonable or lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark, goodwill and all other rights hereby conveyed; <u>provided</u> that any reasonable out-of-pocket costs incurred by Assignor (and approved in advance by Assignee) for such actions requested by Assignee shall be reimbursed by Assignee.
 - 3. The Assignee hereby accepts the assignment of the Mark and goodwill.
- 4. This Assignment may be executed in one or more counterparts (including by facsimile signature), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

{Signature Page to Follow}

TRADEMARK REEL: 005579 FRAME: 0296 IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:
CBM ASSOCIATES, INC.
d/b/a InterTech Environmental & Engineering, LLC
By:
Name: Robert F. Garland, III
Title: President
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ASSIGNEE:
APEX COMPANIES, LLC
and the same of th
By: 4/1/
Name: Peter A. Ceribelli
Title: Chief Executive Officer

{Signature Page to Trademark Assignment}

TRADEMARK REEL: 005579 FRAME: 0298