

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ES Engineering, Inc.		07/21/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ES Engineering Services, LLC		
Street Address:	1 Park Plaza		
Internal Address:	Suite 1000		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86315152	ES CORP	
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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	90580.00023		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	08/14/2015		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Agreement**”) is entered into this 21st date of July, 2015 by and between ES Engineering Services, LLC, a Delaware limited liability company having a business mailing address at 1 Park Plaza, Suite 1000, Irvine, California 92614 (“**Assignee**”), and ES Engineering, Inc., a California corporation having a business mailing address at 1036 W. Taft Avenue, Orange, CA 92865 (“**Assignor**”).

BACKGROUND

WHEREAS, Assignor is the owner of the Seller Intellectual Property shown on Section 4.12(a) and Section 4.12(c) of the Seller Disclosure Schedule to that certain Asset Purchase Agreement (the “**Purchase Agreement**”) between the parties of even date herewith (collectively, the “**IP Assets**”); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, ownership of all of the IP Assets, with the exception of those IP Assets which are Excluded Assets (as defined in the Purchase Agreement), including all intellectual property rights therein and all goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, including \$1.00, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to all of the IP Assets and to any copyrights (including all common law rights and applications and registrations for the foregoing); patent rights (including all future patents that may issue from such patent rights throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions, or extensions of any of the preceding related thereto, and the right to claim priority to the same); trade secret rights; moral rights; trademark, trade name, and service mark rights (including all common law rights and applications and registrations for the foregoing, and the right to claim priority to the same), together with the goodwill of the business symbolized by and associated with the foregoing; and all other proprietary or intellectual property rights pertaining thereto throughout the world (collectively, the “**Intellectual Property Rights**”), the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the IP Assets and/or Intellectual Property Rights, all claims for damages by reason of past, present, and future infringement or misappropriation of the IP Assets and/or Intellectual Property Rights or injury to the goodwill associated with the Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns, and other legal representatives.

2. UNASSIGNABLE IP. If Assignor has any Intellectual Property Rights in and to any of the IP Assets that cannot be assigned as a matter of law (the “**Unassignable IP Rights**”), Assignor hereby grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid, and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the IP Assets in any manner without any restriction, and Assignor hereby unconditionally and irrevocably waives and quitclaims to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such rights. Assignor further waives any “moral” rights or other rights with respect to the attribution of authorship or integrity relating to the IP Assets as Assignor may have under any applicable law under any legal theory.

3. ASSISTANCE. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the IP Assets and the Intellectual Property Rights. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of any applicable Intellectual Property Rights or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of any of the IP Assets or the Intellectual Property Rights, Assignor hereby irrevocably appoints Assignee as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if such document were executed by Assignor.

4. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that Assignor has the full right and authority to enter into this Agreement and to grant the rights granted and perform its obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature on the IP Assets.

5. NO ROYALTY OBLIGATIONS. Assignor acknowledges and agrees that Assignee or its successor or assignee shall not owe Assignor any royalties or other monetary obligations with respect to any of the IP Assets, Intellectual Property Rights, Unassignable IP Rights, or any other proprietary rights related to the business of Assignee.

6. GENERAL.

6.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each of the parties submits to the jurisdiction of the State of California and the federal and district courts located in Orange County, California in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court. Each Party also agrees not to bring any claim arising out of or relating to this Agreement in any other court. Nothing in this Section 6.1, however, shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. Each party agrees that a final judgment in any claim so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity..

6.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation, or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified, or supplemented except by written agreement of the parties.

6.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect, notwithstanding such invalidity or unenforceability. Any provision of this Agreement that is held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

6.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement with respect to the subject matter hereof and, except as set forth in the Purchase Agreement, supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Remainder of Page Intentionally Blank]

ES Engineering, Inc.

(Assignor)

Signature: 

Name: Jinghui Niu

Title: CEO

Date: 7/21/2015

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

ES Engineering Services, LLC

(Assignee)

Signature: _____

Name: _____

Title: _____

Date: _____

Jemmal H.

Secretary

7/21/15

Exhibit A

Schedule 4.12 (a)

List of Intellectual Property

Type	Serial Number	Mark	Class	Class description
Trademark	86/315,165	ES Environmental Services (Stylized)	040	Environmental remediation services in the fields of waste water, solid waste and energy management, namely, water, waste management, soil treatment services, and air and water discharge remediation services
Trademark	86/315,165	ES Environmental Services (Stylized)	042	Environmental engineering consulting in the field of water resources; outsource service provider for environmental engineering in the field of water resources
Trademark	86/326,145	ES Engineering	040	Environmental remediation services in the fields of waste water, solid waste and energy management, namely, water, waste management, soil treatment services, and air and water discharge remediation services
Trademark	86/326,145	ES Engineering	042	Environmental engineering consulting in the field of water resources; outsource service provider for environmental engineering in the field of water resources
Trademark	86/315,152	ES Corp	040	Environmental remediation services in the fields of waste water, solid waste and energy management, namely, water, waste management, soil treatment services, and air and water discharge remediation services
Trademark	86/315,152	ES Corp	042	Environmental engineering consulting in the field of water resources; outsource service provider for environmental engineering in the field of water resources

Domain name: es-online.com

Customer list described in Schedule 4.23

Company telephone and fax numbers: (714) 919-6500 and (714) 919-6501

TRADEMARK