

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411634

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|---|--|---------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FRC SYSTEMS INTERNATIONAL, L.L.C. | | 01/06/2017 | Limited Liability Company: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | JWC ENVIRONMENTAL, LLC | | |
| Street Address: | 2850 South Red Hill Ave | | |
| Internal Address: | Suite 125 | | |
| City: | Santa Ana | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92705 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4925374 | FRC SYSTEMS INTERNATIONAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497326501 | | |
| <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: | 9497326500 | | |
| Email: | piazzac@gtlaw.com | | |
| Correspondent Name: | Christopher Piazza | | |
| Address Line 1: | 3161 Michelson drive | | |
| Address Line 2: | suite 1000 | | |
| Address Line 4: | irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 167760-010200 | | |
| NAME OF SUBMITTER: | Christopher Piazza | | |
| SIGNATURE: | /Christopher Piazza/ | | |
| DATE SIGNED: | 01/09/2017 | | |
| Total Attachments: 7 | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 6th day of January, 2017 ("Effective Date") by FRC Systems International, L.L.C., a Georgia limited liability company having an address of 505 Industrial Way, Cumming, GA 30040 ("Assignor"), to and in favor of JWC Environmental, LLC, a Delaware limited liability company having its principal place of business at 2850 South Red Hill Ave, Suite 125, Santa Ana, CA 92705 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 6, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Assignor's trademarks and service marks, as well as Internet domain names, trade names, fictitious names and other names used in Assignor's business, including, but not limited to, any and all United States and foreign trademark registrations, applications, common law rights, domain name registrations and other rights set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all associated goodwill, common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

* * * * *

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

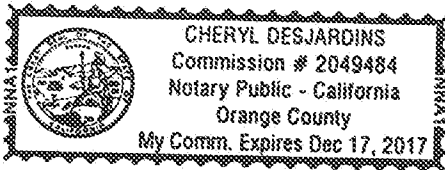
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On January 4 2017 before me, Cheryl Desjardins a Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kenneth A. Biele
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cheryl Desjardins
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document


Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer --- Title(s): _____
 Partner --- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer --- Title(s): _____
 Partner --- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE A
MARKS

| Mark | Registration No./ Application Serial No. | Goods/Services |
|---|---|---|
| 1. FRC Systems International | Australia: 1555057 | Class 37, Class 40 |
|  | Australia: 1555059 | Class 37, Class 40 |
| 2. | | |
| 3. FRC Systems International | United States: 4,925,374 | Water treatment apparatus, namely, clarification and thickening machines for use in treatment of liquids in the nature of water, waste water and industrial water; Water treatment unit for aerating and circulating water. |
| 4. Domain Names: | | |
| a. AQUAPERFORMANCESYSTEMS.COM | | |
| b. BESTWASTEWATERSYSTEMS.COM | | |
| c. DEWA-NORTHAMERICA.COM | | |
| d. DISSOLVEDAIRFLOTATION.US | | |
| e. FRCDAFOM.COM | | |
| f. FRCINTERNATIONAL.COM | | |
| g. FRCSYS.COM | | |
| h. FRCSYSTEMS.CA | | |
| i. FRCSYSTEMS.CO | | |
| j. FRCSYSTEMS.COM | | |

- k. FRCSYSTEMS.COM.AU
- l. FRCSYSTEMS.INFO
- m. FRCSYSTEMS.NET
- n. FRCSYSTEMS.ORG
- o. FRCSYSTEMSINTERNATIONAL.COM
- p. WASTEWATERSOLUTIONS.US

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