

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valicor, Inc.		06/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valicor Environmental Services, LLC		
<b>Street Address:</b>	1045 Reed Road		
<b>City:</b>	Monroe		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45050		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4481171	VALICOR	
<b>Registration Number:</b>	4509777	V VALICOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	29940-82		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	06/01/2017		
<b>Total Attachments: 5</b>			
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source=Assignment of Proprietary Rights - Valicor - EXECUTED_(46793888_9)#page2.tif			
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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Intellectual Property Assignment") is entered into and effective as of June 1, 2017 by and between Valicor Environmental Services, LLC, an Ohio limited liability company ("Assignee"), and Valicor, Inc., a Delaware Corporation ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Assignor and certain other Persons are parties to that certain Membership Interest Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Assignment Agreement is contemplated by Section 2.3(a)(v) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Assignee, the sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the following: (a) all of Assignor's entire worldwide right, title and interest in and to all Intellectual Property used in connection with the Business (such Intellectual Property, the "Company Intellectual Property"), including (i) the Intellectual Property registrations and applications for Intellectual Property registrations set forth on Schedule 1 attached hereto, together with the goodwill of the business associated with any trademarks, service marks or trade names included in such Intellectual Property, and (ii) any Intellectual Property developed by Assignor's employees within the scope of their employment and related to the Business, (b) the right to file federal, state and foreign registrations to secure Assignee's rights in any Company Intellectual Property that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement, misappropriation or other violation of the Company Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and (d) all of Assignor's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Company Intellectual Property, including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of the Company Intellectual Property.

2. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made.

3. Further Assurance. Assignor shall from time to time after the delivery of this Intellectual Property Assignment, at Assignee's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Assignee as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Assignee of the Company Intellectual Property as contemplated under the Purchase Agreement.

4. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the

Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Power of Attorney. Assignor hereby appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney to act in Assignor's name and on Assignor's behalf with respect to the collection or reduction to possession of any of the Company Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

6. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

7. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee.

8. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

9. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

10. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Proprietary Rights as of the date first above written.

**ASSIGNEE:**

**VALICOR ENVIRONMENTAL SERVICES, LLC**

By: David C. Brown  
Name: David Brown  
Its: Authorized Person

**ASSIGNOR:**

**VALICOR, INC.**

By: \_\_\_\_\_  
Name: Thomas Czartoski  
Its: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Assignment of Proprietary Rights as of the date first above written.

ASSIGNEE:

VALICOR ENVIRONMENTAL SERVICES, LLC

By: \_\_\_\_\_  
Name: David Brown  
Its: Authorized Person

ASSIGNOR:

VALICOR, INC.

By: \_\_\_\_\_  
Name: Thomas Czarkoski  
Its: Chief Executive Officer

**SCHEDULE 1**

Trademarks

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration No. / Registration Date</b>	<b>Status</b>	<b>International Class(es)</b>
VALICOR	U.S. Federal	4481171 2014-02-11	Registered	37, 40
V VALICOR	U.S. Federal	4509777 2014-04-08	Registered	37, 40

Domain Names

<b>Domain</b>	<b>Expiration Date</b>	<b>Registrant Name / Registrant Organization</b>
valicor.com	2018-04-20	Roger Pitel Valicor
valicor.mx	2018-08-19	Tom Czartoski Valicor