

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436754

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|---|-------------------------------------|--|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF INTELLECTUAL PROPERTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cintas Corporation No. 2 | | 07/11/2017 | Corporation: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Miner Fleet Management Group, LLC | | |
| Street Address: | 3235 Levis Commons Blvd. | | |
| City: | Perrysburg | | |
| State/Country: | OHIO | | |
| Postal Code: | 43551 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77948422 | CLEANWAY | |
| Serial Number: | 73777623 | CLEANWAY INDUSTRIES | |
| Serial Number: | 74053802 | METRO DOOR | |
| Serial Number: | 74051163 | METRO DOOR | |
| Serial Number: | 77753174 | METRO SERVICE SOLUTIONS | |
| Serial Number: | 77753175 | METRO SERVICE SOLUTIONS A DIVISION OF ME | |
| 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: | 6463667120 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | DANIEL GOLD/WHITE & CASE LLP | | |
| Address Line 1: | 1221 AVENUE OF THE AMERICAS | | |
| Address Line 4: | NEW YORK, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 1161193-0001-N997 | | |
| NAME OF SUBMITTER: | Daniel Gold | | |
| SIGNATURE: | /Daniel Gold/ | | |
| DATE SIGNED: | 07/26/2017 | | |

CH \$165.00 77948422

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), dated as of July 11, 2017, is made by Cintas Corporation No. 2, a Nevada corporation ("Assignor"), in favor of Miner Fleet Management Group, LLC, a Texas limited liability company ("Assignee"). All capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated June 5, 2017, pursuant to which the Assignor agreed to sell, convey, transfer and assign to Assignee, and Assignee agreed to purchase and acquire, certain assets (the "Purchase Agreement"), including the Intellectual Property Assets; and

WHEREAS, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's entire worldwide right, title and interest in and to the Intellectual Property Assets, including, but not limited to, the Trademarks (as defined below), in part for recording with the Governmental Authority, including the U.S. Patent and Trademark Office.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to the terms set forth herein and in the Purchase Agreement, Assignor hereby absolutely, irrevocably, and unconditionally sells, conveys, transfers, assigns and delivers to Assignee (on behalf of it and its successors and assigns), and Assignee hereby purchases and acquires, all of Assignor's entire worldwide right, title and interest in and to the Intellectual Property Assets, including the following :

(a) the trademark registrations and applications and domain name registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, registrations, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, the same to be held and enjoyed by Assignee for its own

use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment has not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and all other applicable governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution, acknowledgement, recordation and delivery of any documents, files, registrations, or other similar items, and the performance of any other acts and things as may be reasonably requested by Assignee or Buyer or otherwise reasonably necessary or desirable for effecting and evidencing the assignments contemplated hereby, including to ensure that the Intellectual Property Assets are properly assigned to Assignee, or any assignee or successor thereto.

3. Domain Names. In conjunction with this assignment of any domain names included in the Intellectual Property Assets, including those set forth on Schedule 2, Assignor shall promptly (and in any event within fifteen (15) business days of the date hereof), take all actions necessary to formally transfer ownership of such domain names to Assignee in accordance with the applicable domain name transfer procedure of the applicable registrar thereof and provide authorization to the applicable registrar or other third party to transfer ownership and title to such domain names to Assignee. Assignor agrees that it will execute any and all documents that may be necessary to perfect Assignee's rights in and to such domain names, including, but not limited to, such documents as are necessary to effect the formal transfer of such domain names and corresponding registries to Assignee in accordance with such applicable transfer procedure.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities related to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or limited hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

CINTAS CORPORATION NO. 2

By: Michael T. Mahoney

Name: Michael T. Mahoney

Title: VP Corp Development

Address for Notices:

CINTAS CORPORATION NO. 2

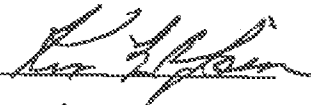
6800 Cintas Blvd

Mason, Ohio 45040

Attn: Christopher J. Skufca

[Signature Page to Assignment of Intellectual Property]

MINER FLEET MANAGEMENT GROUP,
LLC

By: 

Name: *KIRKE YOSICK*

Title: *GENERAL COUNSEL*

Address for Notices:

c/o Harvest Partners, LP

280 Park Avenue, 25th Floor

Telephone: (212) 599-6300

Facsimile: (212) 812-0100

E-mail: mdeflorio@harvestpartners.com

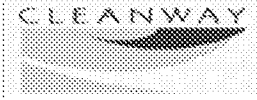

Attention: Michael B. DeFlorio


Stephen Carlson


[Signature Page to Assignment of Intellectual Property]

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | Owner | Full Goods/Services | Status/Key Dates |
|--|--|--|---|
| <p><u>CLEANWAY</u> and Design </p> <p>RN: 3960512 SN: 77948422</p> | <p>Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio 45040</p> | <p>(Int'l Class: 37) supplying building maintenance services, namely, commercial carpet cleaning, commercial upholstery cleaning and commercial panel cleaning services, janitorial services and specialty commercial maintenance services, namely, maintenance of protective coatings for floors, carpets, and furniture upholstery</p> | <p>Registered May 17, 2011</p> <p>Int'l Class:37 First Use:December 1, 1996</p> <p>Filed: March 2, 2010 Application Published: March 1, 2011 Registered: May 17, 2011</p> |
| <p><u>CLEANWAY INDUSTRIES</u> and Design </p> <p>RN: 1578128 SN: 73777623</p> <p>Disclaimer: "INDUSTRIES"</p> | <p>Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio 45040</p> | <p>(Int'l Class: 37) commercial carpet cleaning, commercial upholstery cleaning and commercial panel cleaning services</p> | <p>Renewed January 16, 2010</p> <p>Int'l Class:37 First Use:January, 1970</p> <p>Filed: January 30, 1989 Application Published: October 24, 1989 Registered: January 16, 1990 Last Renewal: January 16, 2010</p> |

| Trademark | Owner | Full Goods/Services | Status/Key Dates |
|--|---|--|---|
| <u>METRO DOOR</u> and Design  RN: 1651319 SN: 74053802 Disclaimer: "DOOR" | Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio 45040 | (Int'l Class: 06) metal rolling doors, rolling grills, sliding grills and counter shutters | Renewed July 23, 2011 Int'l Class:06 First Use:July, 1981 Filed: April 30, 1990 Application Published: November 20, 1990 Registered: July 23, 1991 Last Renewal: July 23, 2011 |
| <u>METRO DOOR</u> RN: 1645791 SN: 74051163 Disclaimer: "DOOR" | Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio 45040 | (Int'l Class: 06) metal rolling doors, rolling grills, sliding grills and counter shutters | Renewed May 28, 2011 Int'l Class:06 First Use:July, 1981 Filed: April 20, 1990 Application Published: November 13, 1990 Registered: May 28, 1991 Last Renewal: May 28, 2011 |
| <u>METRO SERVICE</u> <u>SOLUTIONS</u> RN: 3734099 SN: 77753174 Disclaimer: | Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio | (Int'l Class: 37) building maintenance and repair; repair and maintenance of rolling metal doors, glass doors, windows, | Registered 8 & 15 February 3, 2015 Int'l Class:37 First Use:February, 2009 |

| | | | |
|--|--|--|--|
| <p>"SERVICE SOLUTIONS"</p> | <p>45040</p> | <p>plumbing, flooring, heating, ventilation, and air conditioning units; electrical repairs and installation of heating and air conditioning apparatus</p> | <p>Filed: June 5, 2009 Application Published: October 20, 2009 Registered: January 5, 2010</p> |
| <p><u>METRO SERVICE SOLUTIONS A DIVISION OF METRO DOOR, INC. and Design</u>  <small>A Division of Metro Door, Inc.</small></p> <p>RN: 3734100</p> <p>SN: 77753175</p> <p>Disclaimer:</p> <p>"SERVICE SOLUTIONS", "A DIVISION OF" AND "DOOR, INC."</p> | <p>Cintas Holdings LLC (Ohio Limited Liability Company) 6800 Cintas Boulevard Mason Ohio 45040</p> | <p>(Int'l Class: 37) building maintenance and repair; repair and maintenance of rolling metal doors, glass doors, windows, plumbing, flooring, heating, ventilation, and air conditioning units; electrical repairs and installation of heating and air conditioning apparatus</p> | <p>Registered 8 & 15 February 3, 2015</p> <p>Int'l Class:37 First Use:February, 2009</p> <p>Filed: June 5, 2009 Application Published: October 20, 2009 Registered: January 5, 2010</p> |

SCHEDULE 2

ASSIGNED DOMAIN NAMES

1. METROSERVICESOLUTIONS.COM
2. METRODOOR.COM

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