

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DWS Incorporated		08/31/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Compactor Rentals of America, LLC		
Street Address:	4300 S. 17th Ave.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76171034	NCR NATIONAL COMPACTOR RENTALS	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480-327-6650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Rebecca Weisenberg		
Address Line 1:	6263 N Scottsdale Rd		
Address Line 2:	Ste 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	2561.0002		
NAME OF SUBMITTER:	Rebecca Weisenberg		
SIGNATURE:	/Rebecca Weisenberg/		
DATE SIGNED:	10/27/2017		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION OF CONTRACTS, AND INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, AND INTELLECTUAL PROPERTY (the "Assignment") is made as of the 31st day of August, 2017, by DWS INCORPORATED, an Arizona corporation ("Assignor"), and COMPACTOR RENTALS OF AMERICA, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 31, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is party to those certain contracts listed on Schedule 1.1(a) to the Asset Purchase Agreement (the "Contracts"); and

WHEREAS, Assignor is the owner of all right, title, and interest in and to that certain Intellectual Property listed on Schedules 1.1(c) and 1.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the Purchase Price paid by Assignee to Assignor under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights, title, and interest in all the Contracts listed on Schedule 1.1(a) to the Asset Purchase Agreement. Assignor shall remain liable for all of Assignor's obligations under the Contracts accruing prior to the date hereof or as a result of the termination of any contract not assumed by Assignee.

2. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights, title, and interest, including all registration rights and the goodwill associated with, in the Intellectual Property listed on Schedules 1.1(c) and 1.1(d) to the Asset Purchase Agreement. Assignor hereby authorizes the Assignee to request, and agrees to cooperate with any relevant government entity or agency as necessary to make Assignee the owner of record as to the entire right, title, and interest in the Intellectual Property, for the sole use and enjoyment of the Assignee and its successors or assigns.

3. Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, perform and discharge, in accordance with their terms, the Assumed Liabilities. Assignee does not assume and will not be liable for any liabilities and obligations of Assignor except for the Assumed Liabilities.

4. Assignor hereby further covenants and agrees that it will take such further actions as are necessary or desirable to transfer and assign the Contracts and Intellectual Property as described in this Assignment.

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

6. Nothing in this Assignment express or implied is intended to or shall be construed to modify, expand, or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

7. This Assignment may not be amended or modified except in a writing signed by the parties hereto.

8. This Assignment shall be governed exclusively by and construed exclusively in accordance with the internal laws of the State of Arizona without reference to such state's principles of conflicts of law.

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IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

DWS INCORPORATED

Sign Name: David W. Slager
Print Name: David W. Slager
Title: PRESIDENT / CEO

ASSIGNEE:

COMPACTOR RENTALS OF AMERICA,
LLC

Sign Name: _____
Print Name: Brian Gibson
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

DWS INCORPORATED

Sign Name: _____

Print Name: _____

Title: _____

ASSIGNEE:



COMPACTOR RENTALS OF AMERICA,
LLC

Sign Name:  _____

Print Name: Brian Gibson

Title: Chief Executive Officer

Schedule 1.1(d)
Intellectual Property

Mark	Serial Number	Application Date	Class, Goods/Services	Status
NCR NATIONAL COMPACTOR RENTALS 	76171034	November 23, 2000	IC 007 Balers; cart dumpers; waste compactors for commercial and industrial trash; conveyors for waste and recycling IC 037 installation and leasing of waste compaction and recycling equipment	Registered August 26, 2003 Reg. No. 2754954
ENVIRONMENTAL EQUIPMENT SERVICES 	AZ - 184155	November 18, 1997	N/A	Registered November 18, 1997

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