

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental, Risk Management & Safety, Inc.		03/29/2018	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	KPA SERVICES, LLC		
Street Address:	1380 Forest Park Circle, Suite 120		
City:	Lafayette		
State/Country:	COLORADO		
Postal Code:	80026		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4114860	ERS-USA	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.312		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/29/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made as of March 29, 2018, by and between KPA Services, LLC, a Delaware limited liability company (the “Purchaser”), and Environmental, Risk Management & Safety, Inc., a Louisiana corporation (the “Seller”, and together with the Purchaser, the “Parties”).

RECITALS

A. The Seller, the Purchaser and the shareholder of the Seller are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), whereby the Seller is selling all of its Intellectual Property to the Purchaser, including but not limited to, the Intellectual Property listed on Schedule A, attached hereto (the “**Transferred Intellectual Property**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Section 7.1(c) and Section 7.2(c) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Seller hereby sells, assigns, conveys, transfers and delivers the Transferred Intellectual Property and all of the Seller’s right, title and interest therein and thereto unto the Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. The Seller grants, conveys, transfers, alienates and assigns to the Purchaser, for and throughout the world, the Seller’s rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in the Purchaser’s name with any Government Entity; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Government Entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Transferred Intellectual Property.

3. Further Assurances. The Seller shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser’s exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. The Seller’s assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights

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(legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently existing or arising or recognized in the future. The Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

7. Counterparts. This Assignment may be executed in any number of counterparts, including electronic (portable document format (.pdf)) and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

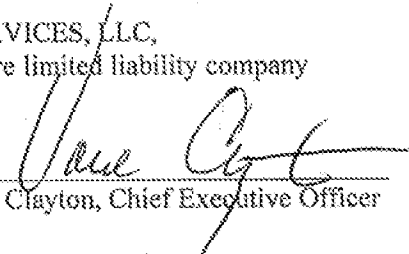
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PURCHASER:

KPA SERVICES, LLC,
a Delaware limited liability company

By: _____


Vane Clayton, Chief Executive Officer

SELLER:

ENVIRONMENTAL, RISK MANAGEMENT &
SAFETY, INC.,
a Louisiana corporation

By: _____

William R. Easterling, President

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PURCHASER:

KPA SERVICES, LLC,
a Delaware limited liability company

By: _____
Vane Clayton, Chief Executive Officer

SELLER:

ENVIRONMENTAL, RISK MANAGEMENT &
SAFETY, INC.,
a Louisiana corporation

By: 
William R. Easterling, President

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

1. Federal Trademark Registrations "ERS-USA", registered March 20, 2012. Registration number 4,114,860.
2. The Seller has registered the following domain names:
 - a. www.ers-usa.com
3. Seller provides the following online services through their proprietary system:
 - a. MSDS/SDS Database
 - b. Self Audit Forms, Safety and Environmental
 - c. Document Hosting
 - d. Audit Summaries, task manager with pictures, tracks and scores and exposure level.
 - e. Forms – safety, environmental
 - f. Recordkeeping for Training and Respiratory Compliance
 - g. Monthly Safety Meeting training package
 - h. Management Alerts – regulation changes, citations, hot items.
 - i. Employee setup and management of records
 - j. Training, interactive with % completion, recordkeeping and email reminders covering:
 - i. Accident Prevention, Signs and Tags
 - ii. Access Rule- Employee Exp and Med Records
 - iii. Auto Lifts
 - iv. Bloodborne Pathogens – Awareness Level
 - v. CFC's (Freon)
 - vi. Chemical Spills and Leaks
 - vii. Container Labeling and Management
 - viii. Emergency Action & Fire Prevention
 - ix. Fire – Fixed Extinguishing System
 - x. Fire – Portable Extinguisher
 - xi. Hazardous Waste Storage
 - xii. Hearing Conservation
 - xiii. LockOut/TagOut – Awareness Level
 - xiv. Personal Protective Equipment
 - xv. Pollution Prevention
 - xvi. Recording & Rep Occ Injuries & Illnesses
 - xvii. Respirator Protection
 - xviii. Hazard Communication
 - xix. Forklift
 - xx. Welding Safety

Vendor	Product	License Type	Application Type	Application Use	Location Hosted
Adobe	Acrobat Pro DC	Monthly Subscription	Off the Shelf	Productivity & SDS/MSDS Management	Workstations
Adobe	Captivate	Monthly Subscription	Off the Shelf	Training Development	Workstations
Adobe	Creative Cloud All Apps	Monthly Subscription	Off the Shelf	Image Editing	Workstations
Adobe	Stock - 10 Images a Month	Monthly Subscription	Image Library	Images for Training	n/a
Adobe	Technical Communication Suite Subscription Edition	Yearly Subscription	Off the Shelf	Training Development, Future Online Help System	Workstations
Aspose	Aspose.Total for .NET	Yearly Maintenance	Off the Shelf	Document Generation and Manipulation	Installed on Developer Workstations, deploy with our custom application binaries
Atandra	T-HUB	Perpetual Yearly Maintenance, then	Off the Shelf	Components Formerly Integrated between AspDotNetStorefront & QuickBooks	Server: RDP.ERS.local *onsite
ConduSiv	Diskeeper	Yearly Maintenance, then	Off the Shelf	Workstation Defragmentation and Read Optimization	Workstations
ConduSiv	V-locity	Yearly Maintenance, then	Off the Shelf	Virtual Host and VM Defragmentation & Read Optimization	Servers * onsite
Intuit	QuickBooks Enterprise Solutions	Annual Subscription	Off the Shelf	Accounting	Server: Files.ERS.local * onsite, Client(Terminal Server): RDP.ERS.local * onsite
JetBrains	ReSharper	Subscription	Off the Shelf	Development Tool	Workstations
Microsoft	Application Insights	Monthly	Off the Shelf	Application Analytics	Software as a Service * Azure

Vendor	Product	License Type	Application Type	Application Use	Location Hosted
		Subscription	(Web)		
Microsoft	Cognitive Services - Computer Vision	Pay per Transaction	Off the Shelf	Performs OCR on MSDS/SDS for Automated Ingestion service	Software as a Service * Azure
Microsoft	Enterprise Mobility + Security E3	Monthly Subscription	Off the Shelf		
Microsoft	Office 365 Advanced Threat Protection	Monthly Subscription	Off the Shelf		
Microsoft	Office 365 Enterprise E3 Operations Management Suite	Monthly Subscription	Off the Shelf	General Productivity	Workstations, Microsoft Access is on Server Azure IIS. ERS.local * azure VM to facilitate back-office operations that haven't been replaced by the web application
Microsoft	SQL Server Standard	Included with VM Rental	Off the Shelf	Log Aggregation, etc. Database Engine, Report Server	Software as a Service * Azure AzureSQL.ERS.local * Azure VM
Microsoft	Visio Online Plan 2	Monthly Subscription	Off the Shelf	Floor Plans/Evacuation Drawings, General technical diagrams & flows	Workstations
Microsoft	Visual Studio Developer	Yearly Subscription	Off the Shelf	Integrated Development Environment	Workstation
Microsoft	Visual Studio Enterprise	Yearly Subscription	Off the Shelf	Integrated Development Environment	Workstation
Microsoft	Windows 10 Enterprise E3	Monthly Subscription	Off the Shelf	Operating System	Workstations
Microsoft	Windows Server Datacenter	Included with VM Rental	Off the Shelf	Operating System	Servers * Azure
Microsoft	Windows Server Standard	3 year Software Assurance	Off the Shelf	Operating System	Servers * onsite
NDepend	NDepend		Off the Shelf	Development Tool	Workstations

Vendor	Product	License Type	Application Type	Application Use	Location Hosted
PDF-filler	Annual Business Plan	Annual Subscription	Off the Shelf	Fillable Forms for Website (PDFs)	PDF-filler Datacenter + SDK in our custom web applications
Redgate	SQL Toolbelt	3 Year Maintenance, then perpetual of the last version	Off the Shelf	SQL Developer Tool, Database Deployments	Server: BUILDERS.local * onsite
Scooter Software	BeyondCompare	perpetual Monthly Subscription	Off the Shelf	Development Tool	Workstations
SendGrid	<Service Level Here>	Subscription	Off the Shelf	Sending e-mail	SendGrid datacenter, Software as a Service
Tangible Engineering	Tangible T4 Editor Subscription	Yearly Subscription	Off the Shelf	Development Tool	Workstation
TechSmith	Snag-it	Yearly Maintenance, then perpetual	Off the Shelf	Screen Capture, annotation	Workstation
Telerik	DevCraft Ultimate	Yearly Maintenance, then perpetual of the last version	Off the Shelf	User Interface Components/Controls	Installed on Developer Workstations, deployed with our custom application binaries
UPS	WorldShip	Available based on shipping volume each year	Off the Shelf	Shipping Labels	Server: RDP.ERS.local *onsite, Clients: RDP.ERS.local, workstations
Vortex	AspDotNetStorefront	Monthly Subscription	Customizable, Off the Shelf	Online Store	Vortex Datacenters, Software as a Service
	OrzCode	Subscription	Off the Shelf	Development Tool	Workstation
	PowerGREP	Perpetual	Off the Shelf	Development Tool	Workstation
	RegexBuddy	Perpetual	Off the Shelf	Development Tool	Workstation

Vendor	Product	License Type	Application Type	Application Use	Location Hosted
	RegexMagic	Perpetual Yearly Maintenance, then perpetual	Off the Shelf	Development Tool	Workstation
	Royal JS		Off the Shelf	Terminal Services Console Remote	Workstation
	TeamViewer	Yearly Maintenance	Off the Shelf	Control/Assistance for Desktop & Mobile devices	Workstations
	WordPress	Open Source	Off the Shelf Customizable, Off the Shelf	Public Website	Azure App Services, Platform as a Service