

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Practical Environmental Solutions		11/27/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	National Diversified Sales, Inc.		
Street Address:	21300 Victory Boulevard		
Internal Address:	Suite 215		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3968184	ORANGE GREEN	
Registration Number:	3979857	STORMCHAMBER	
CORRESPONDENCE DATA			
Fax Number:	2486493338		
<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:	2486493333		
Email:	docketing@youngbasile.com		
Correspondent Name:	Molly B. Markley		
Address Line 1:	3001 West Big Beaver Road		
Address Line 2:	Suite 624		
Address Line 4:	Troy, MICHIGAN 48084-3107		
ATTORNEY DOCKET NUMBER:	NORM5-010		
NAME OF SUBMITTER:	MOLLY B. MARKLEY		
SIGNATURE:	/Molly B. Markley/		
DATE SIGNED:	12/06/2018		
Total Attachments: 5 source=00739673#page1.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of November 28, 2018 (the "Effective Date"), is made by Practical Environmental Solutions, Ltd., a Virginia corporation ("Assignor"), in favor of National Diversified Sales, Inc., a California corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), by and between Assignor, Assignee, Robert Maestro, Barbara Maestro, and Dennis Shiflett. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, assign and transfer to Assignee, among other assets, the Purchased Intellectual Property (as defined in the Purchase Agreement), and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby accepts, all of the Assignor's right, title and interest in Purchased Intellectual Property, including, without limitation, the following (the "Assigned Registered IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the Effective Date, upon Assignee's request, Assignor shall take such steps and

actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Registered IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by reference. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Successors and Assigns. The provisions of this IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This IP Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

6. Governing Law; Jurisdiction; Attorneys' Fees. This IP Assignment shall be construed under and in accordance with the laws of the State of New York, without giving effect to any rules governing the conflicts of law that would result in the application of the laws of any other jurisdiction.

7. Severability. The parties agree that (a) the provisions of this IP Assignment shall be severable in the event that any provision of this IP Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, (b) such invalid, void or otherwise unenforceable provision shall be automatically replaced by another provision which is as similar as possible in terms to such invalid, void or other unenforceable provision but which is valid and enforceable, and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

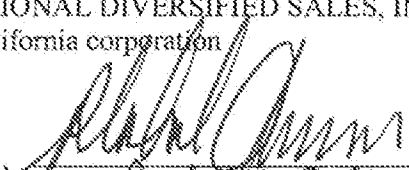
[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

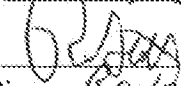
ASSIGNEE:

NATIONAL DIVERSIFIED SALES, INC.,
a California corporation

By:


Name: P. MICHAEL GUMMERSON
Title: PRESIDENT

By:


Name: Randall Stott
Title: CFO

ASSIGNOR:

PRACTICAL ENVIRONMENTAL SOLUTIONS,
LTD., a Virginia corporation

By:

.....
Name: Robert Maestro
Title: President/CEO

STATE OF _____ §

§ ss.

COUNTY OF _____ §

On this ____ day of _____, 2018, before me personally came the above named _____ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purposes therein set forth.

.....
Notary Public

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

ASSIGNEE:


NATIONAL DIVERSIFIED SALES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNOR:

PRACTICAL ENVIRONMENTAL SOLUTIONS,
LTD., a Virginia corporation

By: 
Name: Robert Maestro
Title: President/CEO

STATE OF VA

§

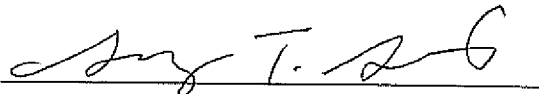
§ ss.

COUNTY OF Prince William §

On this 27th day of November, 2018, before me personally came the above named Robert Maestro personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purposes therein set forth.



ASIFA T. SAEED
NOTARY PUBLIC 7631515
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2019


Notary Public

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY

PATENTS

Patent No.	Application No.	Type	File Date
7300226	11/396,004	utility	4/4/2006
6612777	09/836,595	utility	4/18/2001
6719490	10/330595	utility	12/30/2002
6994490	10/820,923	utility	4/8/2004
D469187	29/156,644	design	3/6/2002
D465545	29/156,680	design	3/6/2002
6361248	09/645,269	utility	8/25/2000

TRADEMARKS

Serial No.	Registration No.	Description	File Date
76703115	3,979,857	StormChamber Logo	5/25/2010
76703114	3,968,184	Orange Green	5/25/2010