

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACTEC, INC.		11/04/2019	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	SEI INDUSTRIES LTD.		
Street Address:	7400 Wilson Avenue		
City:	Delta, BC		
State/Country:	CANADA		
Postal Code:	V4G 1H3		
Entity Type:	Limited Liability Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88098891	INSTABERM	
CORRESPONDENCE DATA			
Fax Number:	6046898300		
<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:	604-689-1622		
Email:	mail@nexuslaw.ca		
Correspondent Name:	NEXUS LAW GROUP LLP		
Address Line 1:	1140-625 Howe St.		
Address Line 2:	PO Box 9		
Address Line 4:	Vancouver, BC, CANADA V6C 2T6		
ATTORNEY DOCKET NUMBER:	50021-145		
NAME OF SUBMITTER:	Nexus Law Group LLP		
SIGNATURE:	/NexusLawGroupLLP/		
DATE SIGNED:	11/08/2019		
Total Attachments: 4			
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OP \$40.00 88098891

TRADEMARK ASSIGNMENT AND SETTLEMENT AGREEMENT

This Trademark Assignment and Settlement Agreement ("Agreement") dated November 4, 2019 ("Effective Date"), is by and between SEI Industries Ltd., a British Columbia corporation ("SEI") and PacTec, Inc., a Louisiana corporation ("PacTec"). Each may be referred to as a "Party" or collectively as the "Parties".

Whereas PacTec is using the trademark "INSTABERM" in connection with portable spill berms within the United States and owns U.S. Trademark Application No. 88/098,891 for the same;

Therefore, for good and valuable consideration, the receipt and sufficiency of which PacTec and SEI hereby acknowledge, the Parties agree as follows:

1. Definitions.

1.2 "Trademark" means the trademark "INSTABERM," including (i) U.S. Trademark Application No. 88/098,891, and (ii) all other worldwide rights in "INSTABERM" owned by PacTec including, without limitation, common law rights based upon use of "INSTABERM", and (iii) all goodwill associated therewith.

2. Trademark Assignment.

2.1 PacTec hereby irrevocably transfers and assigns to SEI, and SEI hereby accepts and assumes from PacTec, all of PacTec's worldwide right, title and interest in and to the Trademark; including the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof, for SEI's own use and enjoyment, and for the use and enjoyment of SEI's successors, assigns or other legal representatives.

4. Miscellaneous.

4.1 Controlling Law. This Agreement shall be interpreted, administered, and enforced in all respects under the laws of the State of Washington, without regard to its conflict of laws rules, and to the extent applicable, the trademark laws of the United States of America.

4.2 Jurisdiction. Any dispute, claim, or cause of action arising out of or in connection with this Agreement shall be brought in a state or federal court located in city of Seattle, state of

Washington without exception. Each party hereto irrevocably submits itself to the jurisdiction of such courts for the purposes of any such suit, action, or proceeding.

4.3 Attorney Fees. In the event that either Party institutes any type of legal action for any dispute, breach or default of any of the conditions of this Agreement or for injunctive relief, then the prevailing Party in such legal action shall be entitled to recover reasonable attorney's fees and court costs.

4.4 Waiver. No waiver by any Party hereto at any time of any breach of any of the terms and conditions of this Agreement shall be interpreted as a waiver of any subsequent breach, whether of the same or of any other terms and conditions of this Agreement.

4.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be binding on the Parties.

4.6 Construction. With regard to each and every term and condition of this Agreement and all related documents, the Parties understand and agree that the terms and conditions of the Agreement and all related documents were negotiated, prepared and drafted mutually. The headings of this Agreement are for purposes of convenience only and shall not limit or otherwise affect any of the terms or provisions hereof.

4.7 Entire Agreement. This Agreement, including any Exhibits and Appendices, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and no amendments or modifications of this Agreement shall be effective or binding on either of the Parties unless reduced to writing and executed by a duly authorized representative of each.

4.8 Supersession and Revocation. This Agreement entirely supersedes, revokes and replaces any previous agreements between SEI and PacTec, collectively or individually, express or implied, regarding the subject matter herein.

4.9 Authority To Execute. The Parties represent and warrant that (a) they have all the required power, capacity, and authority to enter into, execute, and perform this Agreement; (b) the execution of this Agreement is free and voluntary; and (c) they have not assigned or transferred to any person, firm, corporation, partnership, association or other entity whatsoever any or all of the rights, duties or obligations embodied or released in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PacTec, Inc

By: 

Name: MICHAEL SCHILLING

Title: PRESIDENT / CEO

SEI Industries Ltd.

By: 

Name: Paul Richard

Title: Director Remde Site