

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550982

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.M.S. Safety Services, Inc.		11/18/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASHI Holding Company		
<b>Doing Business As:</b>	Health & Safety Institute		
<b>Street Address:</b>	1450 Westec Drive		
<b>City:</b>	Eugene		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97402		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4884626	EMS SAFETY EMERGENCY CARE TRAINING TEACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123075598		
<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>			
<b>Phone:</b>	2125030559		
<b>Email:</b>	ksruisi@venable.com		
<b>Correspondent Name:</b>	Marcella Ballard and Kristen Ruisi		
<b>Address Line 1:</b>	1270 Avenue of the Americas		
<b>Address Line 2:</b>	The Twenty-fourth Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Kristen Ruisi		
<b>SIGNATURE:</b>	/kr/		
<b>DATE SIGNED:</b>	11/26/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") dated as of November 18, 2019 (the "*Effective Date*"), is made by and among E.M.S. SAFETY SERVICES, INC., a California corporation ("*Assignor*"), and ASHI HOLDING COMPANY dba HEALTH AND SAFETY INSTITUTE, a Delaware corporation, ("*Assignee*"). Assignor and Assignee are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

### RECITALS

**WHEREAS**, Assignor owns all rights, title and interest in the intellectual property set forth on **Schedule A**, namely, the trademarks listed in the attached **Schedule A**, all applications and registrations pertaining thereto (collectively, the "*Trademarks*"), and Assignor owns all common-law rights associated therewith, together with the goodwill arising from the use of the Trademarks by Assignor and/or Assignors' predecessors in interest, related companies, and/or licensees (collectively, the "*Common Law Rights and Goodwill*");

**WHEREAS**, Assignor desires to transfer all right, title and interest in and to the Intellectual Property;

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property; and

1. **Recitals.** The foregoing recitals and statements are incorporated by reference herein.

2. **Definitions.** The following terms used herein, including in the preamble, recitals, and schedules hereto, shall have the following meanings:

"*Trademarks*" means the Trademarks and the Common Law Rights and Goodwill.

"*Lien*" means any mortgage, pledge, hypothecation, assignment, deposit, arrangement, security interest, encumbrance, lien (statutory or otherwise), preference, priority or change of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the Uniform Commercial Code as adopted and in effect in the relevant jurisdiction or other similar recording or notice statute, and any lease in the nature thereof).

3. **Assignment.** Assignor hereby forever and irrevocably, without reservation, sells, conveys, transfers, and assigns, free and clear of any and all Liens and other encumbrances, to Assignee, and Assignee hereby accepts, all of Assignors' worldwide right, title, and interest in and to the Trademarks, including but not limited to the goodwill therein and the right to create derivative works, and the right to sue and collect damages against third parties for all instances of past and future infringement, unfair competition, trademark dilution, and other violations of the laws of any country, with respect to the Intellectual Property. Assignor shall have no remaining rights whatsoever in the Trademarks.

4. **Further Assurances and Covenant.** Following the Effective Date, upon Assignee's request, Assignor shall take such steps and actions, and execute and deliver such additional instruments and documents, 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, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of, or for the procurement, maintenance, enforcement and defense of, the Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby represents, warrants, and covenants that Assignor has not entered into and will not enter into any agreement inconsistent with this Assignment.

5. **Governing Law.** This Assignment and the rights and obligations of the Parties hereunder (including any claims sounding in contract law or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest) shall be governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof that would result in the application of any law other than the law of the State of New York.

6. **Jurisdiction.** Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of New York, and, by execution and delivery of this Assignment, each Party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

7. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. **Amendment.** This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all Parties.

9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

*[Signatures appear on next page]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

**ASSIGNOR:**

**E.M.S. SAFETY SERVICES, INC.,**

By: *Geoff Albrecht*

Name Geoff Albrecht

Title: Director

**ASSIGNEE:**

**ASHI HOLDING COMPANY  
dba HEALTH & SAFETY INSTITUTE**

By: *Chad Birckelbaw*

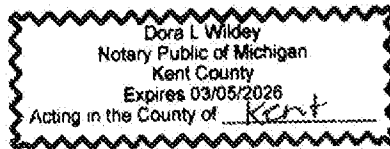
Name: Chad Birckelbaw

Title: Chief Executive Officer

State of Michigan  
County of Kent } ss

On the 18 day of November in the year 2019 before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Dora L. Wildey*  
Signature of Notarial Officer



CONTINUED ON THE FOLLOWING PAGE

**SCHEDULE A**  
**Trademarks**

	<b>TRADEMARK</b>	<b>OFFICIAL NO.</b>	<b>COUNTRY</b>	<b>STATUS</b>
1	EMS SAFETY EMERGENCY CARE TRAINING TEACHING SKILLS FOR LIFE	4884626	U.S.	Registered