

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562957

<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>
Brand Shared Services LLC		01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ISA USA LLC		
<b>Street Address:</b>	4900 Railroad Street		
<b>City:</b>	Deer Park		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77536		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5632730	STUDBUSTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325337		
<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>	2155695337		
<b>Email:</b>	casey@blankrome.com		
<b>Correspondent Name:</b>	Lisa Casey Spaniel		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	152425-00100		
<b>NAME OF SUBMITTER:</b>	Lisa Casey Spaniel		
<b>SIGNATURE:</b>	/Lisa Casey Spaniel/		
<b>DATE SIGNED:</b>	02/20/2020		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (TRADEMARK)**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (TRADEMARK) (this “*IP Assignment Agreement*”) is made and entered into effective as of January 31, 2020, by and between ISA USA LLC, a Delaware limited liability company (“*Assignee*”), and Brand Shared Services LLC, a Delaware limited liability company (“*Assignor*”).

WHEREAS, Assignee, ESCP Industrial ULC, a British Columbia, Canada unlimited liability company, Industrial Specialty Services, LLC, a Delaware limited liability company (“*Seller*”), AlumaSafway, Inc., an Alberta, Canada corporation for the limited purposes set forth therein (“*Aluma*”), and Brand Industrial Services, Inc., a Delaware corporation for the limited purposes set forth therein (“*Brand*”), are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”); and

WHEREAS, Assignor is an Affiliate of Seller; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title, and interest in, to, and under the trademark “*STUDBUSTERS*”, registered with the United States Patent and Trademark Office on December 18, 2018, Reg. No. 5632730, and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use of, and symbolized by, such trademark (collectively, the “*Assigned IP Rights*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used in this IP Assignment Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable at law or in equity that Assignor has or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignor. This is a transfer and conveyance by Assignor to Assignee of good and valid title to the Assigned IP Rights, free and clear of all Liens.

3. Successors and Assigns. This IP Assignment Agreement is being executed by Assignee and Assignor and shall be binding upon each of Assignee and Assignor and each of their respective successors and assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Assurances. Assignor, for itself and its successors and assigns, hereby agrees to execute and deliver such other documents of conveyance, assignment, assumption or transfer, and to take such other action as may be reasonably required to effectively consummate the assignments contemplated by this IP Assignment Agreement.

6. Recordation. To the extent required by applicable law, this IP Assignment Agreement has been executed and delivered by Assignor with the intention of recording the assignment herein with the U.S. Patent and Trademark Office and similar Governmental Entities throughout the world, as applicable, and Assignee will have the right to record this IP Assignment Agreement with any applicable Government Entity so as to perfect its ownership of the Assigned IP Rights.

7. Governing Law; Forum. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law rule. Each party hereto agrees that any claim relating to this IP Assignment Agreement will be brought solely in the state or federal courts located in the State of Delaware, and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto.

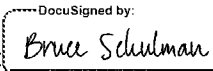
8. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

**ASSIGNEE:**

ISA USA LLC

By:   
Name: Bruce D. Schulman  
Title: President

**ASSIGNOR:**

BRAND SHARED SERVICES LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted, agreed and acknowledged by:

**SELLER:**

INDUSTRIAL SPECIALITY SERVICES, LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Assignment Agreement (Trademark)]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.


ASSIGNEE:

ISA USA LLC

By: \_\_\_\_\_  
Name: Bruce D. Schulman  
Title: President

ASSIGNOR:

BRAND SHARED SERVICES LLC

By:   
Name: Lynleigh Richwine  
Title: Secretary

Accepted, agreed and acknowledged by:

SELLER:

INDUSTRIAL SPECIALITY SERVICES, LLC

By: \_\_\_\_\_  
Name: Robert C. Burns  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement (Trademark)]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

**ASSIGNEE:**

ISA USA LLC

By: \_\_\_\_\_  
Name: Bruce D. Schulman  
Title: President

**ASSIGNOR:**

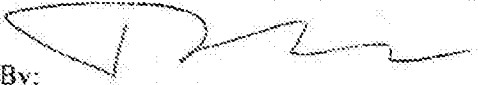
BRAND SHARED SERVICES LLC

By: \_\_\_\_\_  
Name: Lynleigh Richwine  
Title: Secretary

Accepted, agreed and acknowledged by:

**SELLER:**

INDUSTRIAL SPECIALITY SERVICES, LLC

By:   
Name: Robert C. Burns  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement (Trademark)]*