

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TESTAMERICA AIR EMISSION CORPORATION		02/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alliance Source Testing, LLC		
Street Address:	255 Grant St., Ste. 600		
City:	Decatur		
State/Country:	ALABAMA		
Postal Code:	35601		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1712557	METCO ENVIRONMENTAL	
CORRESPONDENCE DATA			
Fax Number:	8046982066		
<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:	804-775-1676		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Michael A. Shafer, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Michael A. Shafer		
SIGNATURE:	/Michael A. Shafer/		
DATE SIGNED:	02/25/2020		
Total Attachments: 5			
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OP \$40.00 1712557

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”), dated as of February 7, 2020, is made by and between TestAmerica Air Emission Corporation, a Delaware corporation (“*Assignor*”), and Alliance Source Testing, LLC, a Tennessee limited liability company (“*Assignee*”).

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) those trademark applications and registrations identified and set forth on Schedule 1 attached hereto and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, 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 Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Assignment and the Asset Purchase Agreement, dated as of January 24, 2020, by and between Assignor and Assignee.
3. **Successors and Assigns**. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. **Third Party Beneficiaries**. Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. **Governing Law**. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

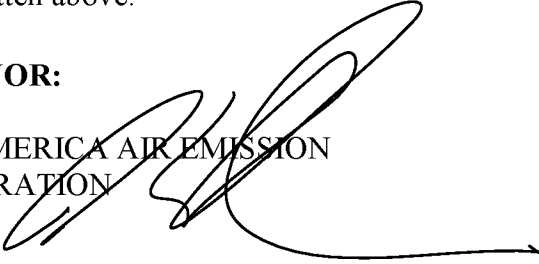
6. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

TESTAMERICA AIR EMISSION
CORPORATION

By: 
Name: Brian Williams
Title: Chairman of the Board of Directors

ASSIGNEE:

ALLIANCE SOURCE TESTING, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

TESTAMERICA AIR EMISSION
CORPORATION


By: _____

Name:

Title:

ASSIGNEE:

ALLIANCE SOURCE TESTING, LLC

By: _____ 

Name: Chris LeMay

Title: Chief Executive Officer

Schedule 1

METCO ENVIRONMENTAL, U.S. Trademark Reg. No. 1712557, registration date of September 1, 1992.