

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbonair Environmental Systems, Inc.		02/29/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PROACT SERVICES CORPORATATION		
Street Address:	1140 Conrad Industrial Dr.		
City:	Ludington		
State/Country:	UNITED STATES		
Postal Code:	49431		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2329745	CARBONAIR	
Registration Number:	2379147	CARBONAIR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9786147430		
Email:	gary.ganzi@evoqua.com		
Correspondent Name:	Gary C. Ganzi		
Address Line 1:	10 Technology Drive		
Address Line 4:	Lowell, MASSACHUSETTS 01851		
ATTORNEY DOCKET NUMBER:	2018W00009US		
NAME OF SUBMITTER:	Susan Wright		
SIGNATURE:	//Susan Wright//		
DATE SIGNED:	03/02/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 29th day of February, 2020 (the "Effective Date"), by and between CARBONAIR, INC., CARBONAIR ENVIRONMENTAL SERVICES, and CARBONAIR ENVIRONMENTAL SYSTEMS, INC. (each and collectively "Assignor") and PROACT SERVICES CORPORATION ("Assignee").

WHEREAS, Assignor desires to transfer, assign, convey, grant and deliver to Assignee and Assignee desires to accept from Assignor the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, trademarks, trademark registrations and applications to register set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by Assignee for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Acceptance of Assignment. Assignee hereby accepts the assignment, transfer and conveyance of the rights and properties hereby assigned, transferred and conveyed to it herein.

3. Further Assurances. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignor will, at any time upon request, without further or additional consideration, but at the expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Assignee may deem necessary or desirable to transfer to Assignee the Assigned Trademarks and the goodwill appurtenant to the Assigned Trademarks, to vest and confirm in Assignee the legal title to the Assigned Trademarks, and to perfect Assignee's enjoyment of this grant. Assignor shall render all necessary assistance in making application for any trademarks or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Trademarks, and in enforcing any rights or choses in action accruing in connection with any Assigned Trademarks, by giving testimony in any and all proceedings or transactions involving such Assigned Trademarks, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee. The undersigned requests that any registrations that may be

granted for such Assigned Trademarks be granted to Assignee, its legal representatives, successors or assigns, as the owner of the entire right, title and interest in and to such Assigned Trademarks.

4. Recordation. Assignor hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the Assignee to the entire interest therein. Assignee shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

6. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

9. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

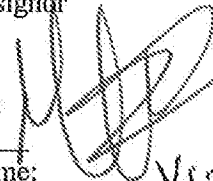
11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date set forth above.

Carbonair Environmental Systems, Inc.
Assignor

By: 

Name: Vincent Grieco

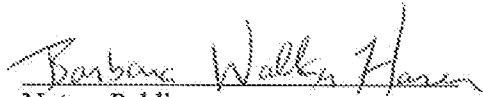
Title: Secretary

Date: February 28, 2020

Place: Pittsburgh, Pennsylvania

On this 28th day of February, 2020, before me personally appeared Vincent Grieco known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL


Notary Public


February 28, 2020
Date

My commission expires April 13, 2020

Commonwealth of Pennsylvania - Notary Seal
Barbara Walker Haser, Notary Public
Allegheny County
My commission expires April 13, 2020
Commission number 1088028
Member, Pennsylvania Association of Notaries

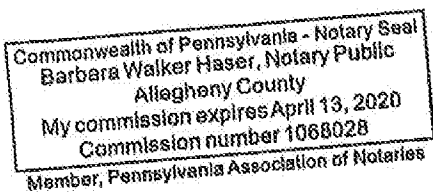
ProAct Services Corporation
Assignee

By:


Name: Vincent Grieco
Title: Secretary
Date: February 28, 2020
Place: Pittsburgh, Pennsylvania

On this 28th day of February, 2020, before me personally appeared Vincent Grieco of Iniqua Water Technologies LLC known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL



Barbara Walker Hase
Notary Public

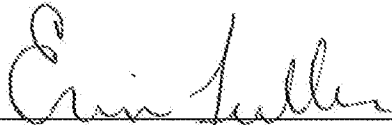
February 28, 2020
Date

My commission expires April 13, 2020

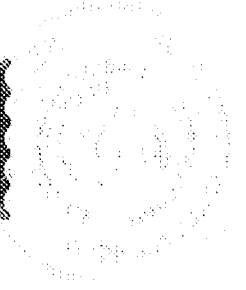
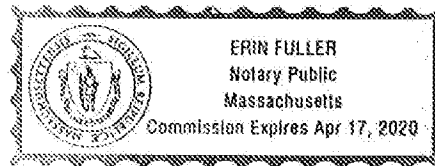
STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX


On this 2nd day of March, 2020, I certify that the attached document is a true, exact, complete and unaltered photocopy made by Susan Wright of the TRADEMARK ASSIGNMENT AGREEMENT for CARBONAIR, INC., CARBONAIR ENVIRONMENTAL SERVICES, CARBONAIR ENVIRONMENTAL SYSTEMS, INC. to PROACT SERVICES CORPORATION dated February 29, 2020.



Notary Public



SCHEDULE A

Trademark	Country	Registration Number	Registration Date
CARBONAIR	US	2329745	March 14, 2000
CARBONAIR & LOGO 	US	2379147	August 22, 2000