

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chem-Tainer Industries Inc.		11/18/2019	Corporation:
RECEIVING PARTY DATA			
Name:	TANK HOLDING CORP.		
Street Address:	6940 O Street, Suite 100		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4454638	OIL-TAINER	
Registration Number:	4580975	THE CART GUYS	
Registration Number:	2340543	MAXI-MOVERS	
Registration Number:	1201136	CHEMTAINER	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913 647-9050		
Email:	trademarkowner@hoveywilliams.com		
Correspondent Name:	thomas b. luebbering		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	2498.00000		
NAME OF SUBMITTER:	Thomas B. Luebbering		
SIGNATURE:	/Thomas B. Luebbering/		
DATE SIGNED:	05/27/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of **November 18, 2019** (“Effective Date”) by and between Chem-Tainer Industries Inc., a New York corporation (“Assignor”), and Tank Holding Corp., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement dated November 18, 2019, 2019 (the “APA”); and

WHEREAS, pursuant to the APA, Assignor agreed to convey, transfer, and assign to Assignee and Assignee agreed to acquire from Assignor certain intellectual property rights of Assignor, and Assignor agreed to execute and deliver this Trademark Assignment;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor: (a) all of Assignor’s right, title and interest in and to the the trademark registrations and trademark applications listed on Schedule A hereto and all issuances, extensions, and renewals thereof, together with the goodwill symbolized thereby and all rights of any kind of Assignor accruing under any of the foregoing that are provided by the applicable law of any jurisdiction (collectively, the “Assigned Trademark Rights”); (b) the right to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Trademark Rights; and (c) the right to sue for and collect damages for past, present and future infringement, misappropriation, dilution, misuse or violation of the Assigned Trademark Rights, in each case to have and to hold the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such Assigned Trademark Rights.

2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. During the six (6) month period immediately following the Effective Date, upon Assignee’s request and at Assignee’s sole cost and expense, Assignor shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be necessary to effect or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the APA. This Trademark Assignment is delivered in furtherance of the APA and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the APA, which shall remain in full force and effect to the full extent provided therein. Each party hereto, by its execution of this Trademark Assignment, acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the APA shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of any conflict between the terms of the APA and the terms of this Trademark Assignment, the terms of the APA shall prevail.

4. Miscellaneous. This Trademark Assignment, together with the APA, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, altered, amended or changed except in writing signed by both parties hereto. This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

[Signature page follows.]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHEM-TAINER INDUSTRIES INC.

TANK HOLDING CORP.

Assignor

Assignee

By:  _____

By: _____

Name: James B. Grew

Name: Greg Wade

Title: President

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHEM-TAINER INDUSTRIES INC.

Assignor

By: _____

Name: _____

Title: _____

TANK HOLDING CORP.

Assignee

By:  _____

Name: Greg Wade

Title: Chief Executive Officer

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
OIL-TAINER	US	85926566 5/8/2013	4454638 12/24/2013
THE CART GUYS	US	85806477 12/19/2012	4580975 8/5/2014
MAXI-MOVERS	US	75616370 1/6/1999	2340543 4/11/2000
CHEMTAINER	US	73319432 7/17/1981	1201136 7/13/1982