

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCM Odor Control		07/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rusmar Incorporated		
Street Address:	17 Campus Boulevard, Suite 100		
City:	Newtown Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5240960	AERO4	
Registration Number:	5241043	NS2N	
Registration Number:	5241046	SFAN	
Registration Number:	5241060	SL2000ARC	
Registration Number:	5241062	SL2000CITRUS	
Registration Number:	5241065	SL2000CRC	
Registration Number:	5241053	SL950CITRUS	
Registration Number:	5241056	SL950CRC	
Registration Number:	5241049	SL950ARC	
Registration Number:	5241059	SL950RFOC	
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:	2067531450		
Email:	eric.adler@egannelson.com		
Correspondent Name:	Eric Adler		
Address Line 1:	221 West 6th St. STE 900		
Address Line 4:	Austin, TEXAS 78701		

OP \$265.00 5240960

NAME OF SUBMITTER:	Eric Adler
SIGNATURE:	/Eric Adler/
DATE SIGNED:	08/07/2020
Total Attachments: 6 source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page1.tif source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page2.tif source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page3.tif source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page4.tif source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page5.tif source=EXECUTED Trademark Assignment (from NCM to Rusmar Inc) (July 31, 2020)#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of July 31, 2020, by NCM Odor Control, a California corporation ("NCMOC"), and NCM Environmental Solutions, Inc., a California corporation ("NCMES" and, together with NCMOC, the "Sellers" and each a "Seller"), in favor of Rusmar Incorporated, a Pennsylvania corporation ("Assignee"). The Assignee and the Sellers are sometimes referred to in this Assignment collectively as the "Parties" or individually as a "Party". Terms used in this Assignment that are capitalized and not otherwise defined herein shall have the meanings given to them in the Agreement (as defined below).

RECITALS

A. Sellers, Rusmar Holdings, LLC, a Delaware limited liability company (the "Buyer"), and Jesse Levin, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Agreement"), pursuant to which the Buyer agreed to purchase and acquire from Sellers, and Sellers agreed to sell, transfer, convey, assign and deliver to the Buyer free and clear of all Liens all of each Seller's right, title and interest in, under and to the Assets, including the Intellectual Property of each Seller.

B. Buyer and Assignee are parties to an Assignment Agreement, dated as of the date hereof, pursuant to which the Buyer has assigned to Assignee the right to consummate the transactions contemplated in the Agreement.

C. Sellers have agreed to assign to Assignee (as the assignee of the Buyer) all of Sellers' rights, title and interest in and to any trademarks that are part of the Assets, including, but not limited to, those identified on the attached Exhibit A, the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith, if any (collectively, the "Trademark Rights"), free and clear of all Liens and all of each Seller's right, title interest in, under and to the Trademark Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Trademark Rights. Each Seller hereby irrevocably sells, transfers, conveys, assigns and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Trademark Rights owned by such Seller, any and all applications and registrations therefor, including, without limitation, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Trademark Rights, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by such Seller if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of such Seller in and/or to the Trademark Rights and such Seller's right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Seller may have on account of any infringement, claim of unfair competition,

likelihood of confusion or dilution of the Trademark Rights or any other claim or cause of action related to any of the Trademark Rights prior to and following the effective date of this Assignment. Each Seller hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Trademark Rights to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. Each Seller further agrees, upon reasonable request and at Assignee's sole cost and expense, that such Seller and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Trademark Rights, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Trademark Rights and any registrations issued for such Trademark Rights.

2. Further Assurances. Pursuant to the Agreement and in accordance with the terms thereof, each Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Assignee, its successors and assigns such further conveyances, assignments or other written assurances as Assignee or its successors and assigns may reasonably request to perfect the assignment and delivery of the Trademark Rights as contemplated hereby and to perfect and protect Assignee's title, or the title of Assignee's successors and assigns, in and to the Trademark Rights.

3. Binding Effect. The Trademark Rights are hereby sold, transferred, conveyed, assigned and delivered by each Seller to Assignee and its successors and assigns forever, and this Assignment shall be binding on each Seller and its respective successors and assigns.

4. No Waiver or Modification; Subject to Agreement. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of or otherwise in respect of the Agreement. This Assignment is not intended to create any broader obligations of the Parties than those contemplated by the Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall be governing and controlling. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by each Party. This Assignment is subject to all of the representations, warranties, covenants, exclusions, limitations and indemnities set forth in the Agreement, all of which are incorporated herein by reference.


5. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby (whether in contract, tort, equity or otherwise) shall be governed by and construed and enforced in accordance with the internal Laws of the State of Texas without reference to its choice of law rules. Each Party hereto irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the federal and state courts in respect of any action, dispute, suit or proceeding arising out of or relating to this Assignment (and each Party irrevocably and unconditionally agrees not to commence any such action, dispute, suit or proceeding except in such courts), (b) waives any objection to the laying of venue of any such action, dispute, suit or proceeding in any such courts and (c) waives and agrees not to plead or claim that any such action, dispute, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6. Counterparts. This Assignment may be executed in two or more counterparts (including by electronic mail, facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.


[Signature Page Follows]

IN WITNESS WHEREOF, each Seller has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

NCM ODOR CONTROL

By: 
Name: Jesse Levin
Title: President and CEO

NCM ENVIRONMENTAL SOLUTIONS, INC.

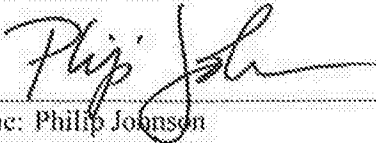
By: 
Name: Jesse Levin
Title: President and CEO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007017 FRAME: 0662

Acknowledged by:

RUSMAR INCORPORATED

By: 
Name: Philip Johnson
Title: President

[Signature Page to Trademark Assignment]

EXHIBIT A

Trademarks and Trademark Applications:

Trademark	Serial Number	Owner	Country and Filing Date	Registration Number	Registration Date	Status
SL4000CRC	87582723	NCM Odor Control	US, August 24, 2017	N/A	N/A	Abandoned June 12, 2018
SL4000Citrus	87582701	NCM Odor Control	US, August 24, 2017	N/A	N/A	Abandoned June 12, 2018
SL4000ARC	87582634	NCM Odor Control	US, August 24, 2017	N/A	N/A	Abandoned June 12, 2018
AERO4	87260964	NCM Odor Control	US, December 7, 2016	5240960	July 11, 2017	Live
NS2N	87262634	NCM Odor Control	US, December 8, 2016	5241043	July 11, 2017	Live
SFAN	87262659	NCM Odor Control	US, December 8, 2016	5241046	July 11, 2017	Live
SL2000ARC	87262748	NCM Odor Control	US, December 8, 2016	5241060	July 11, 2017	Live
SL2000Citrus	87262760	NCM Odor Control	US, December 8, 2016	5241062	July 11, 2017	Live
SL2000CRC	87262767	NCM Odor Control	US, December 8, 2016	5241065	July 11, 2017	Live
SL950Citrus	87262703	NCM Odor Control	US, December 8, 2016	5241053	July 11, 2017	Live
SL950CRC	87262724	NCM Odor Control	US, December 8, 2016	5241056	July 11, 2017	Live
SL950ARC	87262677	NCM Odor Control	US, December 8, 2016	5241049	July 11, 2017	Live
SL950RFOC	87262740	NCM Odor Control	US, December 8, 2016	5241059	July 11, 2017	Live

[Exhibit A to Trademark Assignment]