

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanitary Solutions, Inc. d/b/a Potty Pros		10/09/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Russell Reid Waste Hauling and Disposal Service Co., Inc.		
Street Address:	200 Smith Street		
City:	Keasbey		
State/Country:	NEW JERSEY		
Postal Code:	08832		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87621842	POTTY PROS PORTABLE RESTROOM PROFESSIONA	
Registration Number:	4940048	POTTY PROS	
CORRESPONDENCE DATA			
Fax Number:	5085942581		
<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:	7745122195		
Email:	dawn.valois@unitedsiteservices.com		
Correspondent Name:	Dawn Valois		
Address Line 1:	118 Flanders Road		
Address Line 2:	c/o United Site Services, Inc.		
Address Line 4:	Westborough, MASSACHUSETTS 01581		
NAME OF SUBMITTER:	Dawn Valois		
SIGNATURE:	/s/Dawn Valois		
DATE SIGNED:	10/12/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of October 9, 2020 (the "Effective Date"), is by and between Sanitary Solutions Inc d/b/a Potty Pros, a New Jersey corporation ("Assignor") and Russell Reid Waste Hauling and Disposal Service Co., Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, which desires to accept, all of Assignor's right, title, and interest in and to all trademarks set forth on Schedule A hereto, together with the goodwill associated with and symbolized by them, and all applications, registrations, renewals, and extensions therefor (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such Assigned Marks, and to receive all damages, payments, costs, and fees associated with the enforcement of such Assigned Marks, as well as all rights to license, assign, pledge, and/or otherwise exploit such Assigned Marks. Notwithstanding the foregoing, this Assignment will be construed as an agreement to assign to sell, convey, assign and transfer (and not a present sale, conveyance, assignment and transfer) any Assigned Mark with respect to a jurisdiction in which this Assignment, were it construed as a present sale, conveyance, assignment and transfer, would impair the subsequent lawful and effective execution and recordation of a necessary jurisdiction-specific form.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the Assigned Marks are assigned, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense that Assignee deems necessary to effectuate, perfect, and record this Assignment.

4. Amendments. No amendment, supplement or modification of this Assignment shall be effective unless in writing signed by each of the parties hereto.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts; Facsimiles. This Assignment may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. Exchange and delivery of this Assignment by exchange of facsimile copies or other electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such facsimile or other electronic copies shall constitute legally enforceable original documents.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law; Forum Selection. This Assignment and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed entirely with the State of Delaware, without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply. In the event of any action or dispute between any of the parties arising out of or relating to this Assignment or any of the transactions contemplated hereby, each of the parties hereto hereby (a) expressly and irrevocably submits to the exclusive personal jurisdiction of the state and federal courts located in the State of New Jersey (and of the appropriate appellate courts therefrom) (all such courts, collectively, the "Chosen Courts"), (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, and (c) agrees that it will not bring any action relating to this Assignment or any of the transactions contemplated hereby in any court other than a Chosen Court; provided, that each of the parties shall have the right to bring any action or proceeding for enforcement of a judgment entered by any Chosen Court in any other court or jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

SANITARY SOLUTIONS INC

By: 

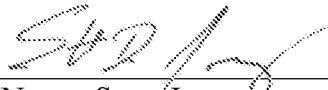
Name: Nicole M. Vera

Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE:

RUSSELL REID WASTE HAULING AND
DISPOSAL SERVICE CO., INC.

By: 
Name: Scott Jamroz
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

1. POTTY PROS trademark Reg. No. 4,940,048 filed with the United States Patent and Trademark Office
2. POTTY PROS PORTABLE RESTROOM PROFESSIONALS trademark US Serial No. 87621842 filed with the United States Patent and Trademark Office