

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WASTE PROFESSIONALS, LLC D/B/A TALISMARK		12/04/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WASTE HARMONICS, LLC		
Street Address:	7620 Omnitech Place, Suite 1		
City:	Victor		
State/Country:	NEW YORK		
Postal Code:	14564		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4259030		
Registration Number:	4259031		
Registration Number:	4719804	TREE TANGIBLE RESULTS OF ENVIRONMENTAL E	
Registration Number:	4254865	TALISMARK	
Registration Number:	4238880	TALISMARK	
Registration Number:	4130967	TALISMARK	
Registration Number:	3351081	WASTE PROFESSIONALS	
Registration Number:	3328672	WP	
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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	king & spalding		
Address Line 1:	1180 peachtree street ne		
Address Line 4:	atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		

OP \$215.00 4259030

DATE SIGNED:	12/15/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 4, 2020 by and between **WASTE PROFESSIONALS, LLC D/B/A TALISMARK, a Florida limited liability company** ("Assignor"), and **WASTE HARMONICS, LLC, a Delaware limited liability company** ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Poof Dragon Trust u/a/d October 5, 2009, Marshall Staiman Revocable Trust u/a/d 2/19/09, Marshall Staiman and Assignor entered into an Asset Purchase Agreement, dated as of November 24, 2020, with Assignee (the "Purchase Agreement");

WHEREAS, Assignor owns certain right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), including but not limited to the registrations and applications for registration of the Marks identified on Schedule A, and any and all goodwill of Assignor's business in connection with which the Marks are used and symbolized by the Marks (the Marks, such applications and registrations, and such goodwill, collectively, the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademarks, and Assignor desires to assign its rights in the Trademarks to Assignee.

NOW, THEREFORE, for the consideration stated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts all of Assignor's right, title and interest in and to the Trademarks, including the Marks and all applications and registrations identified on the attached Schedule A, and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks, as well as all rights of priority in the Trademarks in any country as may now or hereafter be granted to it by law, treaty or other international conventions, any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilutions, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the "Assigned Rights").

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any official of any corresponding entities or agencies in

any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable governmental authorities so as to perfect its ownership of the Assigned Rights. Assignor hereby agrees to execute and deliver to Assignee, its successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all rights, title and interests in and to the Assigned Rights, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable governmental authority in accordance with local legal requirements. Pursuant to and subject to the Purchase Agreement, Assignor agrees to cooperate with Assignee and take all actions reasonably requested by Assignee to assist in the perfection of title and recordation in Assignee's name (or that of its designee) of ownership of the Assigned Rights.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

Each Party has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on date written above.

ASSIGNOR:

ASSIGNEE:

WASTE PROFESSIONALS, LLC D/B/A TALISMARK

WASTE HARMONICS, LLC

By:



By:

Name:

MARSHALL STAJMAN

Name:

Title:

MANAGER

Title:

Each Party has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on date written above.

ASSIGNOR:

ASSIGNEE:

**WASTE PROFESSIONALS, LLC D/B/A
TALISMARK**

WASTE HARMONICS, LLC

By:

By: 

Name:

Name:

Neil Carter

Title:

Title:

Authorized Signatory

Schedule A

Mark (International Class of Goods and Services if mark is registered separately in multiple classes)	Jurisdiction	Registration Number	Registration Date
 (IC 40)	United States	4,259,030	Dec. 11, 2012
 (IC 35)	United States	4,259,031	Dec. 11, 2012
 TREE	United States	4,719,804	Apr. 14, 2015
TALISMARK (IC 40)	United States	4,254,865	Dec. 4, 2012
	United States	4,238,880	Nov. 6, 2012
TALISMARK (IC 35)	United States	4,130,967	Apr. 24, 2012
waste professionals	United States	3,351,081	Dec. 11, 2007
	United States	3,328,672	Nov. 6, 2007