

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630040

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evoqua Water Technologies LLC		03/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LANGE CONTAINMENT SYSTEMS, LLC		
<b>Street Address:</b>	5150 Race Court		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80216		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3403008	EZ CONTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9786147432		
<b>Email:</b>	susan.wright@evoqua.com		
<b>Correspondent Name:</b>	Susan Wright		
<b>Address Line 1:</b>	10 TECHNOLOGY DR		
<b>Address Line 4:</b>	LOWELL, MASSACHUSETTS 01851		
<b>ATTORNEY DOCKET NUMBER:</b>	2017W00176US		
<b>NAME OF SUBMITTER:</b>	Susan Wright		
<b>SIGNATURE:</b>	/Susan Wright/		
<b>DATE SIGNED:</b>	03/05/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 1st day of March 2021 (the "Effective Date"), by and between EVOQUA WATER TECHNOLOGIES LLC ("Assignor") and LANGE CONTAINMENT SYSTEMS, LLC ("Assignee").

WHEREAS, Assignor desires to assign, transfer, convey, and deliver to Assignee and Assignee desires to receive and 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, and convey unto Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title, claim and interest that exists today, in and to, along with all of the good will therewith, the 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 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 good will 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.

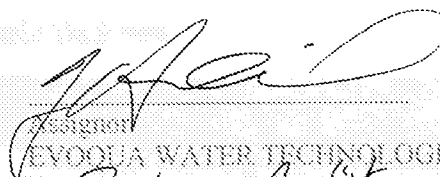
7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8. **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.

9. **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 such counterparts together shall constitute one and the same instrument.

*[Signature Pages Follow]*

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



Assignor  
EVOOLIA WATER TECHNOLOGIES LLC

By: Rodney Avobit

Title: President, TSS

Date: 2/1/21



Assignee  
LANGE CONTAINMENT SYSTEMS, LLC

By: Ryan Heese

Title: President

Date: 2/1/21

Schedule A. Assigned Trademarks

Registered Trademark

Trademark	Country	Registration Number	Registration Date	IC Good and Services
EZ Containment	US	3403008	March 25, 2008	006  PORTABLE GEOMEMBRANE BERM SYSTEM MADE OF METAL FRAMEWORK WITH A THERMOPLASTIC LINER, NAMELY, TRIANGULATED WIRE SUPPORT, WIRE CORNERS, GEOTEXTILE UNDER LINER, GEOMEMBRANE LINER, HDPE BATTEN SYSTEM FOR SECURING THE LINER TO THE SUBGRADE, SAND FILLED BALLAST TUBES, WALK PAD AND LADDER, TO CONTAIN OR DIVERT LIQUIDS.