

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636044

| | | | |
|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900605479 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wastequip, LLC | | 12/31/2020 | Limited Liability Company: |
| Cusco Fabricators, LLC | | 12/31/2020 | Limited Liability Company: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Hi-Vac Corporation | | |
| Street Address: | 27811 State Route 7 | | |
| City: | Marietta | | |
| State/Country: | OHIO | | |
| Postal Code: | 45750 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88903289 | CUSCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5132416234 | | |
| <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: | 5132412324 | | |
| Email: | ctarvin@whe-law.com | | |
| Correspondent Name: | Wood Herron & Evans LLP | | |
| Address Line 1: | 441 Vine Street | | |
| Address Line 2: | 2700 Carew Tower | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| ATTORNEY DOCKET NUMBER: | ALLI-48TM | | |
| NAME OF SUBMITTER: | David A. Fitzgerald II | | |
| SIGNATURE: | /David A. Fitzgerald II/ | | |
| DATE SIGNED: | 04/01/2021 | | |
| Total Attachments: 7 | | | |
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IP RIGHTS ASSIGNMENT

THIS IP RIGHTS ASSIGNMENT (this "Agreement") is made as of December 31, 2020 by and among Cusco Fabricators, LLC, an Ohio limited liability company and Wastequip, LLC, an Ohio limited liability company (each an "Assignor" and collectively the "Assignors") and Hi-Vac Corporation, an Ohio corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement dated as of December 31, 2020 (the "Asset Purchase Agreement"), by and among Assignors and Assignee.

RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, pursuant to which Assignee has agreed to purchase all rights, title and interests in and to the Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors agreed to sell, convey, transfer, assign and deliver to Assignee, all of Assignor's rights, title and interests in and to the Intellectual Property Assets and all goodwill associated therewith (the "Assigned Intellectual Property Assets").

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors hereby irrevocably sell, convey, transfer, assign and deliver to Assignee all of Assignors' rights, title and interests in and to the following:

(a) the Assigned Intellectual Property Assets in accordance with the Asset Purchase Agreement, along with any and all registrations and applications for the Assigned Intellectual Property Assets and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Assigned Intellectual Property Assets identified on Schedule 1 attached hereto;

(b) all goodwill of any business associated and connected with the Assigned Intellectual Property Assets or symbolized thereby; and

(c) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Assigned Intellectual Property Assets everywhere in the world.

2. Assignors will provide to Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignors): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Intellectual Property; and (b) in the implementation and perfection of this Agreement.

3. Assignors will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Assigned Intellectual Property Assets to Assignee.

4. In relation to the domain names identified on Schedule 1 hereto, Assignors agree to cooperate with Assignee to take all actions and provide to Assignee all items reasonably necessary to initiate and complete the electronic transfer process from Assignors' account to Assignee's account, including, without limitation, providing Assignee with the applicable transfer authorization codes to allow Assignee to initiate the process for and effect the online transfer. Assignee shall initiate the transfer of the domain

names from Assignors to Assignee with Assignee's registrar of choice. Assignors hereby authorize and request the applicable registration authority to transfer the domain names from Assignors to Assignee.

5. This Agreement is being delivered in connection with and subject to the Asset Purchase Agreement, and, to the extent of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Nothing contained in this Agreement is intended to provide any rights, interests or remedy to any Person, other than Assignors and Assignee.

7. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

8. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Business Intellectual Property assigned to Assignee hereunder.

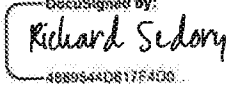
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature. For purposes of this Section 9, the term "electronic signature" means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

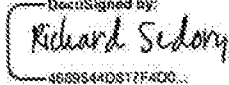
ASSIGNOR:

CUSCO FABRICATORS, LLC

By: 
Name: Richard Sedory
Title: General Counsel and Secretary

ASSIGNOR:

WASTEQUIP, LLC

By: 
Name: Richard Sedory
Title: General Counsel and Secretary

ASSIGNEE:

HI-VAC CORPORATION

By: _____
Name: Gregory A. Smith
Title: Vice President, General Counsel
and Secretary

[Signature Page to IP Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

CUSCO FABRICATORS, LLC

By: _____
Name: Richard Sedory
Title: General Counsel and Secretary

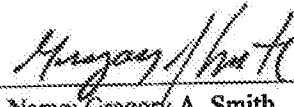
ASSIGNOR:

WASTEQUIP, LLC

By: _____
Name: Richard Sedory
Title: General Counsel and Secretary

ASSIGNEE:

HI-VAC CORPORATION

By:  _____
Name: Gregory A. Smith
Title: Vice President, General Counsel
and Secretary

[Signature Page to IP Rights Agreement]

SCHEDULE 1
Assigned Intellectual Property Assets

1. Domain Names

a. Cusco-WQ.com

2. Unregistered Trademark

a. All rights, title and interests in and to the "Cusco" mark, including all goodwill associated therewith.

3. Trademark Applications:

| <u>Trademark</u> | <u>Current Owner</u> | <u>Goods/Services</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Status</u> |
|------------------|------------------------|------------------------------|---------------------------|-------------------------|------------------------|
| CUSCO | Wastequip, LLC | Intl Cl. 012 Intl Cl. 040 | 88903289 | 5/6/2020 | Application |
| CUSCO | Wastequip, LLC | Intl Cl. 012 Intl Cl. 040 | 2027021 | 5/7/2020 | Application |
| DURAVAC | Cusco Fabricators, LLC | Intl Cl. 012 | TMA667301 | 6/27/2005 | Registered (7/11/2006) |

4. Patent:

| <u>Title</u> | <u>Current Owner</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Patent Number</u> | <u>Issue Date</u> | <u>Status</u> |
|--|----------------------|---------------------------|-------------------------|----------------------|-------------------|---------------|
| Vehicle Vacuum Truck Tank Securement System and Method | Wastequip, LLC | US 15/185,462 | 6/17/2016 | US 10,040,386 | 8/7/2018 | Granted |