

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Davey Resource Group, Inc.		06/09/2021	Corporation:
RECEIVING PARTY DATA			
Name:	The Davey Tree Expert Company		
Street Address:	1500 N. Mantua St.		
City:	Kent		
State/Country:	OHIO		
Postal Code:	44240		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90197061	DAVEY MITIGATION	
Serial Number:	90197106	DAVEY MITIGATION	
Serial Number:	90197169	DAVEY MITIGATION	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	2166962840		
Email:	ross.kowalski@tuckerellis.com		
Correspondent Name:	Ross M. Kowalski		
Address Line 1:	950 Main Ave, Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	Ross M. Kowalski		
SIGNATURE:	/Ross M. Kowalski/		
DATE SIGNED:	06/11/2021		
Total Attachments: 4			
source=016610-000012 Davey Mitigation Assignment signed#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of May 12, 2021, is made by Davey Resource Group, Inc. ("**Assignor**"), a Delaware corporation, located at 295 Water Street, Suite 300, Kent, Ohio 44240, in favor of The Davey Tree Expert Company ("**Assignee**"), an Ohio corporation, located at 1500 N. Mantua St., Kent, Ohio 44240.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Davey Resource Group, Inc.

Date: June 9, 2021

By: [Signature]
Name: John J. McCabe III
Title: Vice President and General Manager,
DRG Utility Vegetation Management

STATE OF OHIO

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COUNTY OF PORTAGE

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On the 9 day of June, 2021, before me personally appeared John J. McCabe III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.



HEATHER LYNNE MICOZZI
Notary Public, State of Ohio
My Commission Expires
April 22, 2023

[Signature]
Notary Public
Printed Name: Heather L. Micozzi

The Davey Tree Expert Company

Date: June 9, 2021

By: [Signature]
Name: Joseph R. Paul
Title: Executive Vice President, Chief Financial Officer
and Assistant Secretary

STATE OF OHIO

)
)SS.

COUNTY OF PORTAGE

)

On the 9 day of June, 2021, before me personally appeared Joseph R. Paul, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.



HEATHER LYNNE MICOZZI
Notary Public, State of Ohio
My Commission Expires
April 22, 2023

[Signature]
Notary Public
Printed Name: Heather L. Micozzi

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
DAVEY MITIGATION	United States	90/197,061	September 21, 2020
DAVEY MITIGATION	Canada	2,072,222	December 18, 2020
DAVEY MITIGATION	Mexico	2508418	March 3, 2021
DAVEY MITIGATION (logo)	United States	90/197,106	September 21, 2020
DAVEY MITIGATION (logo)	Canada	2,072,219	December 18, 2020
DAVEY MITIGATION (logo)	Mexico	2508419	March 3, 2021
DAVEY MITIGATION (b/w logo)	United States	90/197,169	September 21, 2020
DAVEY MITIGATION (b/w logo)	Canada	2,072,232	December 18, 2020
DAVEY MITIGATION (b/w logo)	Mexico	2508420	March 3, 2021