

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717705

<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>
Aqua Cents Water Management, LLC		09/01/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BrightView Landscapes, LLC		
<b>Street Address:</b>	980 Jolly Road, Suite 300		
<b>City:</b>	Blue Bell		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19422		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4373385	AQUA CENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6106401965		
<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>	6106405800		
<b>Email:</b>	trademarks@stradley.com		
<b>Correspondent Name:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 1:</b>	Donna Marie Davidson		
<b>Address Line 2:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	191973-5066		
<b>NAME OF SUBMITTER:</b>	Donna Marie Davidson		
<b>SIGNATURE:</b>	/Donna Marie Davidson/		
<b>DATE SIGNED:</b>	03/30/2022		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of September 1, 2020 (the “Effective Date”), is entered into by and between Aqua Cents Water Management, LLC, a California limited liability company (“Assignor”) and BrightView Landscapes, LLC, a Delaware limited liability company (“Assignee”). Each of the Assignor and Assignee is herein referred to individually as a “Party” and together as the “Parties.”

### BACKGROUND

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Agreement”), pursuant to which Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office; and
- B. Assignor wishes to assign to Assignee all of Assignor’s rights, including Intellectual Property Rights, in the Assigned IP (as defined below), and Assignee wishes to acquire such rights.

### AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

#### 1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. “Assigned IP” means the Company Intellectual Property, including the Patents, Domain Names and Marks.

1.3. “Domain Names” means the domain name URLs registered by or for the benefit of Assignor, including those set forth on Exhibit A attached hereto.

1.4. “Intellectual Property Rights” means all rights in the Company Intellectual Property, including rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.5. “Marks” means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit B attached hereto, together with all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

1.6. “Patents” means the patents set forth in Exhibit B attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, reexaminations and renewals thereof, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

**2. Assignment of Assigned IP.**

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, and Assignor reserves no right in any of the Assigned IP. Assignee hereby accepts all such right, title and interest and assumes all of the duties and obligations of the Assignor arising in connection with, or relating to, the Assigned IP from and after the date hereof.

2.2. Recordation. Assignor authorizes the United States Patent and Trademark Office and any Governmental Entity of any country or countries foreign to the United States whose duty it is to receive or register patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Assignor shall promptly execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names from the Assignor to the Assignee.

**3. Further Assurances.**

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee’s ownership of the Assigned IP or undertake any actions inconsistent with Assignee’s ownership thereof, except as expressly provided in the Transaction Documents. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute such additional assignments and other writings and do such additional reasonable acts as necessary for Assignee to perfect its enjoyment of this grant.

**4. Miscellaneous.**

4.1. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

4.2. Enforceability. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for

the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

4.3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law rule.

4.4. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

*[Signatures on Following Page]*

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

**ASSIGNEE:**

BRIGHTVIEW LANDSCAPES, LLC

By:   
Name: John Feenan  
Title: Chief Financial Officer

**ASSIGNOR:**

AQUA CENTS WATER MANAGEMENT, LLC

By: \_\_\_\_\_  
Name: Sheila DeLany  
Title: Manager

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

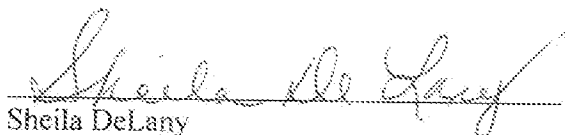
ASSIGNEE:

BRIGHTVIEW LANDSCAPES, LLC

By: \_\_\_\_\_  
Name: John Feenan  
Title: Chief Financial Officer

ASSIGNOR:

AQUA CENTS WATER MANAGEMENT, LLC

By:   
Name: Sheila DeLany  
Title: Manager

**EXHIBIT A**

Domain Names

<b>Domain</b>	<b>URL</b>	<b>Hosting Provider</b>
<b>All Commercial Domain</b>	www.ACLS.bz	<b>Network Solutions</b>
<b>Fresno Tree Domain</b>	www.FresnoTree.com	<b>GoDaddy (a/c 48125975)</b>
<b>AquaCents Domain</b>	www.aquacents.com	<b>GoDaddy (a/c 48125975)</b>
	www.aquacents.biz	same
	www.aquacents.net	same
	www.aquacents.info	same
	www.aquacents.org	same
	www.aquacents.us	same
	www.aquacents.com	same




**EXHIBIT B**

**Patents**

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Notes
SOIL INJECTION SYSTEM AND METHOD	USA	Aqua Cents Water Management, LLC	10/16/2018	10098276	LIVE	No outstanding security interests
SOIL INJECTION SYSTEM AND METHOD	USA	Aqua Cents Water Management, LLC	2/7/2017	9560797	LIVE	No outstanding security interests

**Trademarks**

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Notes
	USA	Aqua Cents Water Management, LLC	7/23/2013	4373385	LIVE	No outstanding security interests