TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM722991

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WETLAND STUDIES AND SOLUTIONS, INC.		04/07/2022	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	THE DAVEY TREE EXPERT COMPANY	
Street Address:	1500 N. MANTUA STREET	
City:	KENT	
State/Country:	OHIO	
Postal Code:	44240	
Entity Type:	Corporation: OHIO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3451898	WETLAND STUDIES AND SOLUTIONS, INC.
Registration Number:	4874692	STREAMNCD
Registration Number:	3618136	THERE'S NO ONE BETTER IN THE FIELD.

CORRESPONDENCE DATA

Fax Number: 2165925009

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.

Phone: 216-592-5000

Email: trademarks@tuckerellis.com

ROSS M. KOWALSKI/TUCKER ELLIS LLP **Correspondent Name:**

Address Line 1: 950 MAIN AVENUE

Address Line 2: **SUITE 1100**

Address Line 4: CLEVELAND, OHIO 44113

NAME OF SUBMITTER:	ROSS M. KOWALSKI
SIGNATURE:	/ROSS M. KOWALSKI/
DATE SIGNED:	04/21/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 7, 2022, is made by Wetland Studies and Solutions, Inc. ("Assignor"), a Virginia corporation, located at 5300 Wellington Branch Drive, Suite 100, Gainesville, Virginia 20155, 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. <u>Assignment</u>. 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. <u>Counterparts.</u> 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. <u>Successors and Assigns</u>. 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]

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Wetland Studies and Solutions, Inc. Arese 19_, 2022 Name: Joséph R. Paul Title: Executive Vice President, Chief Financial Officer and Assistant Secretary STATE OF OHIO ISS. COUNTY OF PORTAGE On the A day of Crit, 2022, before me personally appeared , 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. Notary Public HEATHER LYNNE MICOZZI Printed Name: Notary Public, State of Ohio My Commission Expires April 22, 2023 The Davey Tree Expert Company 2022 Name: Erika J. Schoenberger Title: General Counsel, Vice President and Secretary STATE OF OHIO ISS. COUNTY OF PORTAGE day of _____, 2022, before me personally appeared Erika J. Schoenberger 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. Notary Public Printed Name:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark

Assignment as of the date first written above.

Assignment as of the date first written above. Wetland Studies and Solutions, Inc. , 2022 Date: Name: Joseph R. Paul Title: Executive Vice President, Chief Financial Officer and Assistant Secretary STATE OF OHIO)SS. COUNTY OF PORTAGE On the _____ day of ______, 2022, 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. Notary Public Printed Name: The Davey Tree Expert Company Title: General Counsel, Vice President and Secretary STATE OF OHIO)SS. COUNTY OF PORTAGE Erika J. Schoenberger 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. Notary Public / HEATHER LYNNE MICOZZI Printed Name: Name Notary Public, State of Ohio My Commission Expires April 22, 2023

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark

TRADEMARK REEL: 007699 FRAME: 0351

RECORDED: 04/21/2022