

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arboristry Associates, Inc.		09/30/2022	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2880948	ARBORISTRY	
Registration Number:	2939348	ARBORISTRY ASSOCIATES, INC.	
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:	216-592-5000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	CARLOS P. GARRITANO/TUCKER ELLIS LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	SUITE 1100		
Address Line 4:	CLEVELAND, OHIO 44113		
NAME OF SUBMITTER:	CARLOS P. GARRITANO		
SIGNATURE:	/CARLOS P. GARRITANO/		
DATE SIGNED:	10/04/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of September 30, 2022 by and between Arboristry Associates, Inc., a Virginia corporation having its principal offices at 422 Perkins Hollow Lane, Faber, Virginia 22938 ("Seller"), and The Davey Tree Expert Company, an Ohio corporation, having its principal offices at 1500 N Mantua St., Kent, Ohio 44240 ("Buyer").

A. Seller is the owner of all right, title and interest in and to the trademark registrations listed on Schedule A attached hereto as well as any derivative or substantially similar registered and unregistered marks, designs and logos (the "Trademarks");

B. Seller is party to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Buyer, Seller, Michael Neal, and Ellen Neal, pursuant to which, among other things, Seller has agreed to transfer and assign the Trademarks to Buyer.

C. Buyer desires to acquire all right, title and interest in and to the Trademarks, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by the Trademarks.

NOW, THEREFORE, the parties hereby agree as follows:

1. Seller does hereby transfer and assign to Buyer, its successors and assigns, the entire right, title and interest in and to the Trademarks, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by the Trademarks, together with all income, royalties or payments due or payable as of the date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. For the consideration contemplated by the Purchase Agreement, Seller agrees promptly upon request of Buyer, its successors or assigns, to execute and deliver without further compensation any additional papers that may be necessary or desirable to fully secure to Buyer, its successors and assigns, the Trademarks and any rights therein, in the United States and in any country foreign thereto, and covenants that it will cease and desist all of its uses of the Trademarks throughout the world, and that it will not oppose or otherwise impede any effort by Buyer to enforce or procure registration of any of the Trademarks before any administrative, government, or other tribunal. If for any reason Buyer is unable, after reasonable effort, to secure Seller's signature on any document needed to procure or perfect Buyer's interest in any of the Trademarks, Seller hereby appoints Buyer as its attorney in fact for that limited and sole purpose, with full power of substitution, on behalf of Seller and for the benefit of Buyer, to


execute and enter into any documentation relating to the procurement or perfection of the Trademarks, to secure recordation or registration of the Trademarks, and to secure recordation or registration of this Assignment.

3. This Assignment is effective as of the day and year first above written.
4. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute but one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date set forth above.

THE DAVEY TREE EXPERT COMPANY

By: 
Name: Hugh E. Daugherty
Title: Executive Vice President
of Residential Operations

ARBORISTRY ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date set forth above.

THE DAVEY TREE EXPERT COMPANY

By: _____

Name: _____

Title: _____

ARBORISTRY ASSOCIATES, INC.

By: Michael Neal

Name: Michael Neal

Title: president

Signature Page to
Trademark Assignment

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Arboristry	No. 2,880,948	9/7/2004
USA	Arboristry Associates, Inc.	No. 2,939,348	4/12/2005