

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leak Sealers, Inc.		12/31/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Industrial Specialty Services USA LLC		
Street Address:	1750 K Street NW		
Internal Address:	Suite 700		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4168608		
Serial Number:	77895491		
CORRESPONDENCE DATA			
Fax Number:	2158325745		
<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:	215-569-5745		
Email:	megan.spitz@blankrome.com		
Correspondent Name:	Megan E. Spitz		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	158396-00102		
NAME OF SUBMITTER:	Megan E. Spitz		
SIGNATURE:	/megan e. spitz/		
DATE SIGNED:	11/01/2022		
Total Attachments: 7			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "IP Assignment Agreement") is entered into as of December 31, 2021 and is made by Leak Sealers, Inc., a Texas corporation ("Seller") located at 543 N. LHS Drive, Lumberton, Texas 77657, in favor of Industrial Specialty Services USA LLC, a Delaware limited liability company or an Affiliate thereof ("Buyer") located at 1750 K Street NW, Suite 700, Washington, DC 20006, which is the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement (the "Purchase Agreement") dated as of December 31, 2021 by and among Seller, Buyer, and the several shareholders of Seller signatory thereto.

WITNESSETH

WHEREAS, this IP Assignment Agreement is delivered pursuant to Section 7.1.2 of the Purchase Agreement, under which Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined in this IP Assignment Agreement shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Effective as of the Closing, Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, its successors, legal representatives and assigns, and Buyer hereby accepts, in each case subject to and pursuant to the terms and conditions of the Purchase Agreement, all right, title and interest, in the United States and all countries throughout the world, free and clear of all Encumbrances, in and to all of the Seller's Intellectual Property Rights, including the following:

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof, and symbolized thereby;

(c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof; and

(d) all rights of any kind whatsoever of Seller accruing under any of the Seller's Intellectual Property Rights provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including any and all rights of recovery based on past and future infringement of any of the Seller's Intellectual Property Rights.

2. Seller hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the

United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this IP Assignment Agreement upon request by Buyer.

3. Nothing contained in this IP Assignment Agreement shall be deemed to supersede any of the obligations, agreements, covenants, representations and warranties of Seller or Buyer contained in the Purchase Agreement, and this IP Assignment Agreement is made and accepted subject to all of the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this IP Assignment Agreement as set forth in the Purchase Agreement. Nothing contained in this IP Assignment Agreement may be construed as a waiver of any of the rights or remedies of Seller or Buyer as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by Seller or Buyer pursuant to the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. This IP Assignment Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This IP Assignment Agreement may be executed and delivered by facsimile of .PDF signature, and upon delivery of such facsimile or .PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

5. This IP Assignment Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Delaware, excluding that body of law pertaining to conflicts of laws.

6. Neither this IP Assignment Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto. No failure to enforce any provision of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of such provision and no waiver of any of the provisions of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.

7. Nothing in this IP Assignment Agreement, express or implied, is intended to or shall (a) confer on any Person other than the parties to this IP Assignment Agreement or the Purchase Agreement and their respective permitted successors or assigns any rights (including, without limitation, third party beneficiary rights), remedies, obligations or liabilities under or by reason of this IP Assignment Agreement or (b) constitute the parties to this IP Assignment Agreement as partners or as participants in a joint venture. Except as expressly provided by this IP Assignment Agreement, this IP Assignment Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

LEAK SEALERS, INC.

By: Tammy Wheeler

Name: Tammy Wheeler

Title: President

INDUSTRIAL SPECIALITY SERVICES USA LLC

By: _____

Name: Bruce Schulman

Title: Authorized Signatory

#00084

TRADEMARK
REEL: 007882 FRAME: 0172

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

LEAK SEALERS, INC.

By: _____

Name: Tammy Wheeler

Title: President

INDUSTRIAL SPECIALITY SERVICES USA LLC

By: DocuSigned by:
Bruce Schulman
6422C747F3CE422... _____

Name: Bruce Schulman

Title: Authorized Signatory

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

Registrations:

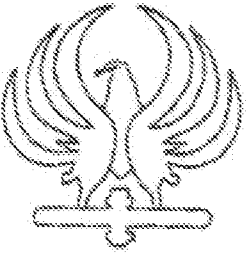
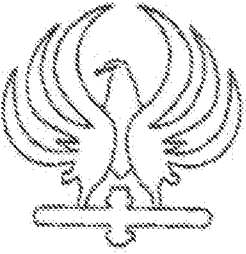
None.

Applications:

None.

**SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrations:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No (App. No.)	Status	Notes
	USA	Leak Sealers, Inc.	July 3, 2012	4168608	Live	None
	USA	Tammy Collins DBA Leak Sealers, Inc. Phoenix Precision Machine	(December 17, 2009)	(77895491)	Dead	None
LS FIELD SERVICES	Louisiana	Leak Sealers, Inc.	May 14, 2014	LA (No Reg. No.)	Live	None

Applications:

None.

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Registrations:

None.

Applications:

None.