

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accident Scene Cleaners, Inc.		03/31/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Aftermath Services LLC		
Street Address:	One Glenlake Parkway NE, Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3374607	ACCIDENT SCENE CLEANERS, INC	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	1390305		
NAME OF SUBMITTER:	Barbara Yates		
SIGNATURE:	/Barbara Yates/		
DATE SIGNED:	06/02/2023		
Total Attachments: 5			
source=Aftermath Services - Intellectual Property Assignment Accident Scene - Executed#page1.tif			
source=Aftermath Services - Intellectual Property Assignment Accident Scene - Executed#page2.tif			
source=Aftermath Services - Intellectual Property Assignment Accident Scene - Executed#page3.tif			
source=Aftermath Services - Intellectual Property Assignment Accident Scene - Executed#page4.tif			

OP \$40.00 3374607

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of March 31, 2021 is entered into between ACCIDENT SCENE CLEANERS, INC., a Florida corporation ("Assignor"), and AFTERMATH SERVICES LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement entered into on the date hereof (the "APA"), pursuant to which Assignor agreed to transfer to Assignee all rights, title, and interests in and to certain Intellectual Property Rights.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Terms of the APA. All capitalized terms in this Assignment shall have the same meaning as such terms have in the APA, unless defined differently herein. To the extent the terms and provisions of this Agreement conflict with the APA, the terms and provisions of the APA shall govern.

2. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interests in and to the following, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made:

2.1. The Intellectual Property Rights listed on Schedule 1 hereto;

2.2. With respect to trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services (collectively, "Trademarks"), all goodwill of the business associated with the use of and symbolized by the Trademarks; and

2.3. All causes of action and rights of recovery for past, present, or future infringement of the Intellectual Property Rights.

3. Domain Name Transfer. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Schedule 1, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the "Transfer Procedures"). If any further documents or agreements are required to be executed by the parties to carry out such Transfer Procedures, such documents or agreements shall form a part of this Assignment. The parties agree to cooperate fully with each other and to promptly take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this Assignment, including Assignor directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Assignee. The parties acknowledge that it may not be possible to transfer ownership of certain social networking identifiers. In such instances, the parties will work together to accomplish an informal, unofficial transfer, such as Assignor providing Assignee with appropriate user names and passwords. If it is impossible to complete a transfer formally or informally of any social networking identifiers, then Assignor shall take reasonable steps to delete the social networking identifier(s) at issue.

4. Further Assurances. Assignor agrees that, upon commercially reasonable request from time to time, it shall (or direct any affiliates to, if applicable) execute and deliver all such additional documents as may be required, and at Assignee's expense to do all other acts which may be necessary or appropriate, in the reasonable opinion of Assignee's counsel, to perfect or record the right or title of Assignee to the Intellectual Property Rights transferred hereby.

5. Governing Law; Jurisdiction.

5.1. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5.2. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL PROPERLY AND EXCLUSIVELY LIE IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

8. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth in the first paragraph.

Assignor:

ACCIDENT SCENE CLEANERS, INC.

By: James B. Warren
James B. Warren

Title: _____
Chief Executive Officer

Assignee:

AFTERMATH SERVICES LLC

By: _____
Doug Berto, Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth in the first paragraph.

Assignor:

ACCIDENT SCENE CLEANERS, INC.

By: _____
James B. Warren

Title: _____
Chief Executive Officer

Assignee:

AFTERMATH SERVICES LLC

By:  _____
Doug Berto, Chief Executive Officer

Schedule 1

Intellectual Property Rights

Logos:



Service Mark: Accident Scene Cleaners, Inc.
Reg. No. 3,374,607
Registered January 22, 2008