

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restoration Systems, LLC		08/30/2023	Limited Liability Company: NORTH CAROLINA
RS SHORELINES, LLC		08/30/2023	Limited Liability Company: NORTH CAROLINA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	7045965	QUICKREEF	
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:	patents@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 44113-7213		
NAME OF SUBMITTER:	CARLOS P. GARRITANO		
SIGNATURE:	/CARLOS P. GARRITANO/		
DATE SIGNED:	08/31/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of August 30, 2023, is made by Restoration Systems, LLC and its wholly owned subsidiary RS Shorelines, LLC ("**Sellers**"), both North Carolina limited liability companies, in favor of Davey Resource Group, Inc. ("**Buyer**"), a Delaware corporation, the purchaser of certain assets of Sellers, and the intellectual property holding company on behalf of Davey Resource Group, Inc., The Davey Tree Expert Company ("**Assignee**"), an Ohio corporation, to which Buyer has directed Sellers to execute this IP Assignment of the intellectual property rights set forth herein.

WHEREAS Buyer acquired from Sellers the rights to the intellectual property set forth in Schedules I and II below in that certain Membership Interest Purchase Agreement dated December 5, 2022, and Buyer desires the Sellers to complete this IP Assignment to memorialize the ownership transfer and place the intellectual property rights into the name of Assignee, Sellers have agreed to execute and deliver this IP Assignment, for recording and memorializing the transfer with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Sellers' right, title, and interest in and to the following (the "**Assigned IP**"):

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

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

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Sellers hereby authorize the Commissioner for Patents and 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 IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Sellers 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 IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP 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 IP 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 IP Assignment.

4. Successors and Assigns. This IP 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 IP 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 IP 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]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS

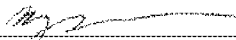
Restoration Systems, LLC

By:  _____

Name: TJ Mascia

Title: Director, Davey Mitigation

RS Shorelines, LLC


By:  _____

Name: TJ Mascia

Title: Director, Davey Mitigation

BUYER

Davey Resource Group, Inc.

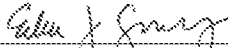
By:  _____

Name: TJ Mascia

Title: Director, Davey Mitigation

ASSIGNEE

The Davey Tree Expert Company

By:  _____

Name: Erika J. Schoenberger

Title: Vice President, General Counsel and Secretary

SCHEDULE 1
ASSIGNED PATENT APPLICATIONS

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
SHORELINE STABILIZATION DEVICE	United States	US 17/387,220	July 28, 2021
SHORELINE STABILIZATION DEVICE	United States	US 17/702,017	March 23, 2022

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
QUICKREEF	United States	7,045,965	May 9, 2023