

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EWS Alabama, Inc.		06/01/2016	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clean Earth of Alabama, Inc.		
<b>Street Address:</b>	334 Warminster Road		
<b>City:</b>	Hatboro		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19040		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4563441	EWS	
<b>Registration Number:</b>	4583335	EWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>			
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@squirepb.com		
<b>Correspondent Name:</b>	Allyson M. Madrid		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	113461.00004		
<b>NAME OF SUBMITTER:</b>	Allyson M. Madrid		
<b>SIGNATURE:</b>	/Allyson M. Madrid/		
<b>DATE SIGNED:</b>	07/20/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”) shall be effective as of June 1, 2016 (the “**Effective Date**”) by and between EWS Alabama, Inc. (“**Assignor**”), and Clean Earth of Alabama, Inc. (“**Assignee**”).

### WITNESSETH:

**WHEREAS**, Assignor is the owner of certain intellectual property listed in **Appendix A**;

**WHEREAS**, pursuant to that certain Asset Purchase Agreement (“**Agreement**”) between Assignor and Assignee dated as of the date hereof, Assignor has agreed to assign and has assigned to Assignee certain intellectual property set forth in **Appendix A**, along with any and all goodwill relating thereto (collectively, the “**IP**”); and

**WHEREAS**, Assignor and Assignee have agreed to enter into this Assignment Agreement as further evidence of Assignor’s assignment of its rights in and to the IP pursuant to the Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, Assignor’s entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

**2. Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the intellectual property listed in **Appendix A** in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

**3. Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor’s true and lawful attorneys with full power of substitution, in Assignor’s name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or

right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

**4. Governing Law.** The formation, construction, and performance of this Assignment Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

**5. Counterpart and Facsimile Signatures.** This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

**EWS Alabama, Inc.**

By: Robert Blom

Name: Robert Blom

Title: President

ASSIGNEE:

**Clean Earth of Alabama, Inc.**

By: \_\_\_\_\_

Name: Bernard Guerin

Title: Treasurer, Secretary and VP

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

**EWS Alabama, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

**Clean Earth of Alabama, Inc.**

By: Bernard Guerin

Name: Bernard Guerin


Title: Treasurer, Secretary and VP

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 005839 FRAME: 0512**

**Appendix A**

**MARKS**

MARK	COUNTRY	REG. NUMBER
EWS	United States	4,563,441
 The logo for EWS Alabama, Inc. features a circular emblem with a recycling symbol on the left. To the right of the emblem, the text "EWS Alabama, Inc" is displayed in a bold, sans-serif font, with "Environmental Waste Control" written in a smaller font below it.	United States	4,583,335