

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRENCH SAFETY AND SUPPLY, INC.		09/16/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	UNDERGROUND SAFETY EQUIPMENT, LLC		
Street Address:	7305 N Greenway Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3246290	TM	
Registration Number:	3196053	TRENCH MAN HE SAVES LIVES...AND MONEY!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6196992633		
Email:	christina.duenas@dlapiper.com		
Correspondent Name:	Christina Dueñas		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Christina Duenas		
SIGNATURE:	/cd/		
DATE SIGNED:	09/21/2016		
Total Attachments: 6			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into as of September 16, 2016, by and between TRENCH SAFETY AND SUPPLY, INC., a Tennessee corporation ("*Assignor*") and UNDERGROUND SAFETY EQUIPMENT, LLC, an Arizona limited liability company ("*Assignee*"). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 16, 2016, by and between Assignor, as seller, and Assignee, as buyer, and the other signatory parties thereto (the "*Purchase Agreement*"), Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor's duties and obligations under the Intellectual Property.

WHEREAS, Assignor acknowledges that there are clerical mistakes in the owner name of record for certain trademark registrations.

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

AGREEMENT

1. Assignment. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property as further described on Exhibit A attached hereto.
2. Assumption. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Intellectual Property and agrees to pay, perform and discharge, as and when due, all of Assignor's duties and obligations under the Intellectual Property.
3. Terms of the Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.
4. Notices. Any notice, request or other document to be given hereunder shall be given in the manner specified in Section 7.11 of the Purchase Agreement.
5. Enforceability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment

will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. Amendments. This Agreement may be amended only by a written agreement executed by all of the parties hereto. No waiver granted shall be deemed effective unless in writing and executed by the party against whom enforcement of the waiver is sought.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

9. Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs successors and assigns.

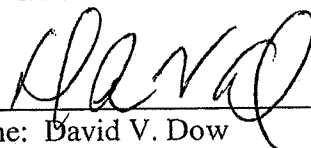
10. Time of Essence. Time is of the essence of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories effective as of the date first above written.

ASSIGNOR:

TRENCH SAFETY AND SUPPLY, INC.

By: 
Name: David V. Dow
Title: Vice President and Secretary/
Treasurer

ASSIGNEE:

UNDERGROUND SAFETY EQUIPMENT, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Assumption Agreement (Intellectual Property)]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories effective as of the date first above written.

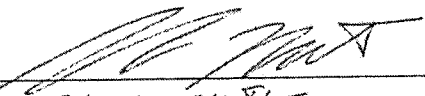
ASSIGNOR:

TRENCH SAFETY AND SUPPLY, INC.

By: _____
Name: David V. Dow
Title: Vice President and Secretary/
Treasurer

ASSIGNEE:

UNDERGROUND SAFETY EQUIPMENT, LLC


By: 
Name: Chris NCF
Title: Member

[Signature Page to Assignment and Assumption Agreement (Intellectual Property)]

EXHIBIT A

(Intellectual Property)

UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATIONS:

MARK:	SERIAL NO.	REGISTRATION NO.	GOODS/SERVICES	REGISTRATION DATE
	78/687,864	3,246,290	RETAIL STORE SERVICES FEATURING CONSTRUCTION EQUIPMENT IC35 RENTAL OF CONSTRUCTION EQUIPMENT IC 37	May 29, 2007 Renewal: May 29, 2017
TRENCH MAN He saves lives...and money!	78/687,899	3,196,053	RETAIL STORE SERVICES FEATURING CONSTRUCTION EQUIPMENT IC 35 RENTAL OF CONSTRUCTION EQUIPMENT IC 37	January 9, 2007 Renewal: January 9, 2017

ALABAMA SERVICE MARK REGISTRATION:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY	107 - 918	037/Construction and Repair	Rental and sales of trench and excavation equipment	March 23, 2010 Exp. March 23, 2020

ARKANSAS TRADEMARK REGISTRATIONS:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY-T IN TRENCH AND WORD SAFETY IN ORANGE LETTERS AND REMAINDER OF THE WORD TRENCH IN BLACK LETTERS WITH A WHITE BACKGROUND	500001553	37 - Building Construction & Repair	N/A	2000-03-09 Exp. 2020-03-22

KENTUCKY TRADEMARK REGISTRATIONS:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY	017526.01	37	rental and sale of trench and excavation equipment and supplies.	5/25/2010 Exp. 5/25/2020

MISSISSIPPI TRADEMARK REGISTRATIONS:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY	017526.01	Construction and Repair Services	Rental and Sale of Trench and Excavation Equipment and Supplies	03/17/2015

MISSOURI TRADEMARK REGISTRATIONS:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY (with the T in Trench and the word Safety in orange letters and remainder of the word Trench in black letters with a white background)	S14964	37	Construction and repair	Exp. 03/29/20

TENNESSEE TRADEMARK REGISTRATIONS:

MARK:	REGISTRATION NO.	CLASS	GOODS/SERVICES	REGISTRATION DATE
TRENCHSAFETY	42880	37	Rental and sale of trench and excavation equipment and supplies	03/24/2010 Exp. 03/24/2020