

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYSTEMONE TECHNOLOGIES INC.		09/22/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	SAFETY-KLEEN SYSTEMS, INC.		
Street Address:	42 Longwater Drive		
Internal Address:	P.O. Box 9149		
City:	Norwell		
State/Country:	MASSACHUSETTS		
Postal Code:	02061-9149		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2371322	SYSTEMONE	
Registration Number:	2024010	SYSTEMONE	
Registration Number:	2452642	QSOL	
Registration Number:	2493920	QSOL	
CORRESPONDENCE DATA			
Fax Number:	6173053198		
<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:	617-589-3898		
Email:	docketing@davismalm.com		
Correspondent Name:	RICHARD L. SAMPSON		
Address Line 1:	One Boston Place		
Address Line 2:	37th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	RICHARD L. SAMPSON		
SIGNATURE:	/rls/		
DATE SIGNED:	10/13/2017		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of September 22, 2017 and is made from SystemOne Technologies Inc., a Florida corporation ("Assignor"), to Safety-Kleen Systems, Inc., a Wisconsin corporation ("Assignee").

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 13, 2017 (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks set forth in Schedule 1 (the "Trademarks") and the goodwill associated with such Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, delivers and conveys to Assignee all of its rights, title and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks, and all records and files relating to said Trademarks. This Trademark Assignment will be governed by the laws of the Commonwealth of Massachusetts without regard to application of its conflicts of laws principles that would result in the law of another jurisdiction applying to this Trademark Assignment.

Assignor hereby covenants and agrees to prepare, execute and deliver all instruments, applications, forms and other documents, to provide all testimony and to take all actions and do all lawful things reasonably requested of Assignor by Assignee to carry out and fulfill the purposes and intent of this Trademarks Assignment (but no other actions or things for any other purpose, including any litigation relating to any of the Trademarks or applications), all without further consideration but at the expense of the Assignee.

The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, indemnities contained therein and choice of governing law, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the applicable foreign authorities to record this Trademark Assignment.

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IN WITNESS WHEREOF, the undersigned has executed, made and delivered this Trademark Assignment under seal as of the date first set forth above.

SYSTEMONE TECHNOLOGIES INC.

By: *Paul J. Mansur*
Name: PAUL J. MANSUR
Title: CHIEF EXECUTIVE OFFICER

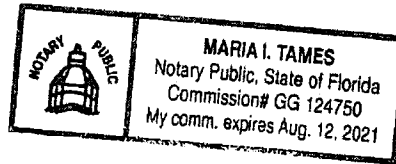
STATE OF FLORIDA

Maria I. Tames, ss.

On this 21 day of September, 2017, before me, the undersigned notary public, personally appeared Paul J. Mansur of SystemOne Technologies Inc., and proved to me through satisfactory evidence of identification, which was a Florida Lic., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Maria I. Tames

Notary Public:
My commission expires:



SCHEDULE 1

to

TRADEMARK ASSIGNMENT

Registered Trademark:

REGISTERED TRADEMARK	LOCATION	REGISTRATION NUMBER	DATE REGISTRATION GRANTED
SYSTEMONE (Name)	United States	2,371,322	07/23/2000
SYSTEMONE (Stylized)	United States	2,024,010	12/17/1996
QSOL (Name)	United States	2,452,642	05/22/2001
QSOL & Design	United States	2,493,920	10/02/2001