

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanford L. Britt		03/05/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Q.E.D. Environmental Systems, Inc.		
Street Address:	2355 Bishop Circle West		
City:	DEXTER		
State/Country:	MICHIGAN		
Postal Code:	48130		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3439705	SNAP SAMPLER	
CORRESPONDENCE DATA			
Fax Number:	6126236944		
<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:	6126236698		
Email:	pto@graco.com		
Correspondent Name:	Paul Sherburne		
Address Line 1:	PO Box 1441		
Address Line 4:	Minneapolis, MINNESOTA 55440-1441		
ATTORNEY DOCKET NUMBER:	T0506US		
NAME OF SUBMITTER:	Paul Sherburne		
SIGNATURE:	/Paul Sherburne/		
DATE SIGNED:	04/03/2018		
Total Attachments: 5			
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CH \$40.00 3439705

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of this 5th day of March, 2018, by PROHYDRO, INC., a New York corporation, and SANFORD L. BRITT, an individual and resident of the State of New York, (together, "Sellers"), transferring and assigning the rights and interests identified below to Q.E.D. ENVIRONMENTAL SYSTEMS, INC., a Michigan corporation ("Purchaser").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated of even date herewith, by and between Sellers, Purchaser, and Laurence Britt, an individual and resident of the State of New York, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Purchaser has agreed to purchase, acquire and accept from Sellers, and Sellers have agreed to sell, transfer, assign, convey, set over and deliver to Purchaser, all right, title and interest of Sellers in and to certain of the assets of Sellers, including, without limitation, the "Intellectual Property" (as such term is defined in the Purchase Agreement).

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment by Purchaser and Sellers.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, Sellers do hereby sell, transfer, assign, convey, set over and deliver to Purchaser all right, title and interest of Sellers in and to the Intellectual Property, including, but not limited to, the patents and trademarks listed on Appendix A hereto, together with all goodwill associated with the Intellectual Property, all claims and causes of action relating to infringement of the Intellectual Property, and all obligations related to the maintenance, reexamination, reissue, and extension of the Intellectual Property.

2. Waiver of Claims. Sellers do hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Intellectual Property, and do hereby agree that no rights in or to any of the Intellectual Property shall be retained by Sellers.

3. Further Assurances. From and after the date hereof, Sellers shall execute such further instruments of assignment as Purchaser, or its successors or assigns, may reasonably request in order to evidence the assignment of the Intellectual Property evidenced hereby.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law; Jurisdiction. This Assignment shall be construed under and governed by the laws of the State of Michigan without regard to the conflicts of law principles of any jurisdiction. Any action brought to enforce any provision of this Assignment shall be brought in a court of competent jurisdiction sitting in Washtenaw County, Michigan, and the parties hereto hereby consent to the jurisdiction of such courts. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The parties hereby acknowledge and agree that facsimile or electronically-scanned (PDF) signatures of this Assignment shall have the same force and effect as the original signature.

(signature pages follow)

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Intellectual Property Assignment to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLERS:

PROHYDRO, INC.

By: _____

Name:

Title:

Subscribed and sworn to before me
this _____ day of _____, 2018.

Notary Public

Sanford Britt, individually

Subscribed and sworn to before me
this _____ day of _____, 2018.

Notary Public

PURCHASER:

Q.E.D. ENVIRONMENTAL SYSTEMS, INC.

By: _____

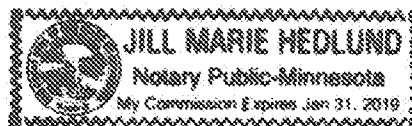
Name: *Christian Rotne*

Title: *President*

Subscribed and sworn to before me
this 2 day of March, 2018.

Jill Marie Hedlund

Notary Public



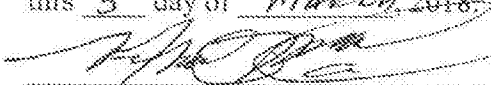
IN WITNESS WHEREOF, Sellers and Purchaser have caused this Intellectual Property Assignment to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLERS:


PROHYDRO, INC.

By: 
Name: Sanford Brit
Title: President/CEO


Subscribed and sworn to before me
this 5 day of MARCH, 2018.


Notary Public

MICHAEL F. MCCONVILLE
Notary Public, State of New York
Commission Expires May 31, 2018


Sanford Brit, individually

Subscribed and sworn to before me
this 5 day of MARCH, 2018.


Notary Public

MICHAEL F. MCCONVILLE
Notary Public, State of New York
Commission Expires May 31, 2018

PURCHASER:

Q.E.D. ENVIRONMENTAL SYSTEMS, INC.

By: _____
Name: _____
Title: _____


Subscribed and sworn to before me
this _____ day of _____, 2018.

Notary Public

APPENDIX A

Registered Trademarks

United States Trademark "Snap Sampler" Registration 3439705



Patents

United States Patent 7,178,415

