

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empire Chemical Co., Inc. d/b/a Empire Cleaning Supply		05/10/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	AramSCO, Inc.
Street Address:	1480 Grandview Avenue
City:	Paulsboro
State/Country:	NEW JERSEY
Postal Code:	08066
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4864519	CLEANER, GREENER, HEALTHIER
Registration Number:	4811937	EMPIRE CLEANING SUPPLY
Registration Number:	5152277	EMPIRE SATISFIED CUSTOMERS SINCE 1936

CORRESPONDENCE DATA

Fax Number: 6196967124
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.
Phone: (215) 717-4025
Email: ipdocket@grsm.com
Correspondent Name: GORDON REES SCULLY MANSUKHANI LLP
Address Line 1: 101 West Broadway, Ste. 1600
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Maria Thompson
SIGNATURE:	/Maria Thompson/
DATE SIGNED:	05/16/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 10th day of May, 2019 (the "Effective Date"), by Empire Chemical Co., Inc. (d/b/a Empire Cleaning Supply), a California corporation ("Assignor") in favor of Aramsco, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 5, 2019, by and among Assignor, Assignee and the Seller Shareholders (as defined therein) (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. In accordance with and subject to the terms of the Purchase Agreement, effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee all Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Successors. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. It shall not be necessary in making proof of this Assignment or any counterpart hereof to produce or account for any of the other counterparts.

5. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws.

6. Consent to Jurisdiction; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of the United States District Court for the Central District of California, or if jurisdiction is not available therein, any court located in Los Angeles County, California, for the purposes of any Action arising out of this Assignment or any transaction contemplated hereby, and agrees to commence any such Action only in such courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such Action. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Action arising out of this Assignment or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

7. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. This Assignment does not create or establish any rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will 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 of this Assignment, the terms of the Purchase Agreement will govern.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNEE:

ARAMSCO, INC.

By: 
Name: Steve Jaffe
Title: Chief Financial Officer

ASSIGNOR:

EMPIRE CHEMICAL CO., INC.

By: _____
Name: _____
Title: _____

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNEE:

ARAMSCO, INC.

By: _____
Name: _____
Title: _____

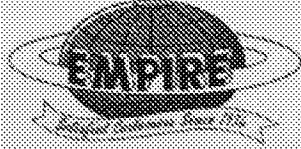
ASSIGNOR:

EMPIRE CHEMICAL CO., INC.

By: Robert Cronyn
Name: ROBERT CRONYN
Title: PRESIDENT

[Signature page to Trademark Assignment]

SCHEDULE A

Trademark	Type of Mark	Registration Number	Registration Date	Class
Cleaner, Greener, Healthier	Service Mark	4,864,519	December 1, 2015	Int. Cl: 35
Empire Cleaning Supply	Service Mark	4,811,937	September 15, 2015	Int. Cl: 35
	Service Mark; Trademark	5,152,277	February 28, 2017	Int. Cl.: 35