

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PE Facility Solutions, LLC		07/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kellermeyer Bergensons Services, LLC		
Street Address:	1575 Henthorne Drive		
City:	Maumee		
State/Country:	OHIO		
Postal Code:	43537		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4271468	PRISTINE ENVIRONMENTS	
CORRESPONDENCE DATA			
Fax Number:	6197885577		
<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:	6199065632		
Email:	rosie.kim@procopio.com		
Correspondent Name:	Rosie H. Kim c/o Procopio, et al.		
Address Line 1:	525 B Street, Suite 2200		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Rosie H. Kim		
SIGNATURE:	/Rosie H. Kim/		
DATE SIGNED:	08/08/2019		
Total Attachments: 5			
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OP \$40.00 4271468

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”), dated as of July 31, 2019, is made and entered into by and between Kellermeyer Bergensons Services, LLC, a Delaware limited liability company (“Assignee”), and PE Facility Solutions, LLC, a Delaware limited liability company (“Assignor”) (collectively, the “Parties”).

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated May 10, 2019 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignor owned directly or indirectly through its affiliates, the Trademarks set forth on Schedule A hereto (together referred to as the “Acquired Trademarks”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Trademark Assignment, Assignor agrees to assign the Acquired Trademarks set forth on Schedule A to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. Definitions. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

2. Trademark Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignor hereby irrevocably assigns, transfers and contributes to Assignee, all of Assignor’s right, title and interest in and to the Acquired Trademarks together with any and all goodwill associated with the Acquired Trademarks.

3. Representations by Assignor. Assignor represents (a) that, as applicable, it is the exclusive owner of the Acquired Trademarks and that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Acquired Trademarks; (b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Acquired Trademarks that would preclude, conflict with, or encumber this Assignment; (c) that all assignments and/or applicable filings that may be necessary to vest in Assignee full and complete title to the Acquired Trademarks have been obtained; and (d) that Assignor hereby consents to this Assignment.

4. Additional Actions. At any time after the date of this Assignment, at Assignee’s request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable

to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

5. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties.

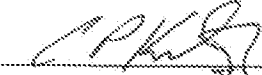
7. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Acquired Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Assignor nor any party claiming through Assignor shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Assignor forever waives any such defense.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Kellemeyer Bergensons Services, LLC,
a Delaware limited liability company

By: 

Name: C.P. Kellogg

Its: CFO

ASSIGNOR:

PE Facility Solutions, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Kellermeyer Bergensons Services, LLC,
a Delaware limited liability company

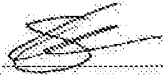
By: _____

Name: _____

Its: _____

ASSIGNOR:

PE Facility Solutions, LLC,
a Delaware limited liability company

By:  _____

Name: Shawn Gordon

Its: CEO

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A

Trademarks

Mark

Serial No.

Filed

Pristine Environments

4,271,468