

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentinel Maintenance East, LLC		09/17/2021	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Kleen Tech Services, LLC		
Also Known As:	Kleen-Tech Acquisition, LLC		
Street Address:	7100 Broadway, Suite 6-L		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80221		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6325757	SENTINEL MAINTENANCE	
CORRESPONDENCE DATA			
Fax Number:	5134210991		
<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>			
Email:	ipdocket@porterwright.com		
Correspondent Name:	Liane H. Rousseau		
Address Line 1:	250 E. 5th St., Ste. 2200		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Liane H. Rousseau		
SIGNATURE:	/Liane H. Rousseau/		
DATE SIGNED:	09/27/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 17, 2021, is made by and between SENTINEL MAINTENANCE EAST, LLC, a Connecticut limited liability company (the "Assignor") and KLEEN TECH SERVICES, LLC (f/k/a Kleen-Tech Acquisition, LLC), a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase and Contribution Agreement, dated as of September 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Purchase Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

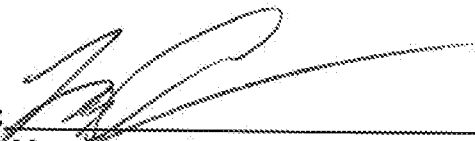
[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

SENTINEL MAINTENANCE EAST, LLC, a
Connecticut limited liability company

By: 
Name: Chris Greco
Title: Member

By: 
Name: Marc Shultz
Title: Member

ASSIGNEE:

KLEEN TECH SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: James Vaughan III
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

SENTINEL MAINTENANCE EAST, LLC, a
Connecticut limited liability company

By: _____

Name: Chris Greco

Title: Member

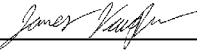
By: _____

Name: Marc Shultz

Title: Member

ASSIGNEE:

KLEEN TECH SERVICES, LLC,
a Delaware limited liability company

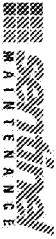
By: _____ 

Name: James Vaughan III

Title: Chief Executive Officer

SCHEDULE 1

TRADEMARKS

Mark Name	Country/ Jurisdiction Name	Application Number	Registration Number	Registration Date	Registered Owner	All Classes
SENTINEL MAINTENANCE Design 	United States of America	90090977	6325757	April 20, 2021	Sentinel Maintenance East 23 Seaview Ave., Stamford, CT 06902	37

[Schedule 1 to Trademark Assignment Agreement]

TRADEMARK

REEL: 007432 FRAME: 0910

RECORDED: 09/27/2021