

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LB Medwaste Services, Inc.		12/31/2021	Corporation: WISCONSIN
Healthcare Waste Management Inc.		12/31/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Stericycle, Inc.		
Street Address:	2355 Waukegan Road		
City:	Bannockburn		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90557501	HWM	
Serial Number:	90375749	SHREDDRS	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-8982		
Email:	erin.theroux@faegredrinker.com		
Correspondent Name:	Craig Komanecki		
Address Line 1:	FAEGRE DRINKER BIDDLE & REATH LLP		
Address Line 2:	2200 Wells Fargo Cntr, 90 S. Seventh St.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	514487.11		
NAME OF SUBMITTER:	Erin N. Theroux		
SIGNATURE:	/Erin N. Theroux/		
DATE SIGNED:	01/06/2022		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment”), is entered into as of December 31, 2021, by and among Stericycle, Inc., a Delaware corporation (“Stericycle”), LB Medwaste Services, Inc. (“LBM”), a Wisconsin corporation, and Healthcare Waste Management Inc., an Illinois corporation (“HWM” and LBM are each referred to as a “Seller,” and collectively, as the “Sellers”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and among Stericycle, HWM, Peter Lindemulder, Jeffrey Evenhouse, and Michael Host.

WHEREAS, Sellers are the owners of certain trademarks and trade names set forth on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

WHEREAS, Sellers are the owners of the domain name registrations and social media accounts set forth on Exhibit B hereto (collectively referred to as the “Domain Names”, and together with the Marks the “Assigned IP”);

WHEREAS, Sellers have agreed to transfer all of Sellers’ right, title and interest in and to the Assigned IP to Stericycle; and

WHEREAS, Sellers desire to assign all of their right, title and interest in and to the Assigned IP to Stericycle, and Stericycle desires to acquire the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereby agrees as follows:

1. **Assigned IP.** Effective as of the Closing, Sellers hereby sell, transfer, convey, assign and deliver to Stericycle, and Stericycle hereby purchases from Sellers, all of Sellers’ right, title and interest in, to and under the Assigned IP free and clear of all Liens, together with all goodwill associated therewith and all registrations, applications and renewals in connection therewith, for Stericycle’s own use and enjoyment and for the use and enjoyment of Stericycle’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Sellers if this Assignment had not been made together with all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Further Assurances.** After the Closing, Sellers shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as Stericycle may reasonably request, at Stericycle’s cost, in order to carry out the transactions contemplated by this Assignment including taking all commercially reasonable steps to complete the transfer of the registrations of the Domain Names with Assignee and the relevant registrar.

3. **Subject to Asset Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument, and by facsimile. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. **Governing Law.** This Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to its choice of law provisions.

6. **Headings and Captions.** The section headings contained in this Assignment are inserted for convenience only and will not affect in any way the meaning or interpretation of this Assignment.

7. **Succession.** This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each party has duly executed this Assignment as of the date first set forth above.

STERICYCLE, INC.

By: _____
DocuSigned by:
Janet H. Zelenka
02ABC4007F68476

Name: Janet H. Zelenka
Title: Executive Vice President, Chief Financial
Officer and Chief Information Officer

HEALTHCARE WASTE MANAGEMENT INC.

By: Michael Host

Name: Michael Host
Title: President

LB MEDWASTE SERVICES INC.

By: Michael Host

Name: Michael Host
Title: President





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EXHIBIT A: TRADEMARKS AND TRADE NAMES

Trademarks:

Mark Name	Serial Number	Filing Date	Registrant
HWM	90557501	3/3/21	Healthcare Waste Management, Inc.
ShredDrs	90375749	12/11/20	Healthcare Waste Management, Inc.

Unregistered Trademarks:

1. 
2. 
3. 
4. 

Trade Names:

1. ShredPro
2. Bio-Safe Medical Waste, Inc.

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EXHIBIT B: DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

Domain Names:

1. www.hwmusa.com
 - a. Registrant: Healthcare Waste Management Inc.
 - b. Expiration: October 10, 2023
2. www.shredDrs.com
 - a. Registrant: Healthcare Waste Management Inc.
 - b. Expiration: October 10, 2025
3. www.michiganmedicalwaste.com
 - a. Registrant: Healthcare Waste Management Inc.
 - b. Expiration: November 22, 2022
4. www.lbmedwaste.com
 - a. Registrant: LB Medwaste Services Inc.
 - b. Expiration: July 31, 2022
5. www.lbshredding.com
 - a. Registrant: LB Medwaste Services Inc.
 - b. Expiration: June 1, 2022

Social Media Accounts:

1. Facebook
2. LinkedIn
3. Twitter