

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM768949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanitary Solutions, Inc.		11/17/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Sanitary Solutions Group, LLC		
Street Address:	720 S. Colorado Blvd.		
Internal Address:	Penthouse North		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80246		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6193491	SANITARY SOLUTIONS	
Registration Number:	6231771	SANITARY SOLUTIONS INC.	
Registration Number:	6183992	BULLDOG VALVES & FITTINGS. BULLDOG TUFF.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-295-8399		
Email:	eggabb@hollandhart.com		
Correspondent Name:	Elif Gabb		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	115147.0003		
NAME OF SUBMITTER:	Elif Gabb		
SIGNATURE:	/Elif Gabb/		
DATE SIGNED:	11/19/2022		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”), effective as of November 17, 2022 (“Effective Date”), is by and between Sanitary Solutions, Inc., a South Carolina corporation (“Assignor”), and Sanitary Solutions Group, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to a certain Asset Purchase Agreement entered into by and among Assignor, Assignee and the other parties thereto, dated as of the date hereof (the “Purchase Agreement”), Assignee purchased and acquired certain assets of Assignor, including all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A and all applications, registrations, and common law rights therein, and all royalties, payments and proceeds due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, in each case free and clear of all Encumbrances (collectively, the “Marks”); and

WHEREAS, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. Pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, conveyed, assigned, transferred, and delivered, and does hereby further sell, convey, assign, transfer, and deliver, to Assignee, its successors and assigns all of its right, title, and interest, throughout the world, in, to and under said Marks.

2. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via portable document (PDF) or other digital means), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement. In the event of a conflict between the provisions of the Purchase Agreement and the provision of this Assignment, the provisions of the Purchase Agreement shall control to the extent of such conflict.

[Signature Page Follows.]

WHEREFORE, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the Effective Date.

SANITARY SOLUTIONS, INC.

By: DocuSigned by:
John Thomas Hagood
E14085621D2C4BC...

Name: John Thomas Hagood

Title: President

Date: November 17, 2022

Address for Notice: 120 Mill House Lane
Lexington, SC 29072

SANITARY SOLUTIONS GROUP, LLC

By: _____

Name: JB Moore

Title: Vice President

Date:

Address for Notice: 720 S. Colorado Blvd. Penthouse North
Denver, CO 80246

WHEREFORE, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the Effective Date.

SANITARY SOLUTIONS, INC.

By: _____

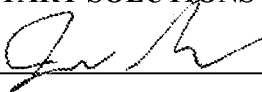
Name:

Title:

Date:

Address for Notice:

SANITARY SOLUTIONS GROUP, LLC

By:  _____

Name: JB Moore

Title: Vice President

Date: November 17, 2022

Address for Notice: 720 S. Colorado Blvd. Penthouse North
Denver, CO 80246

EXHIBIT A

All trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to:

Jurisdiction	Mark	Reg. No.
UNITED STATES	SANITARY SOLUTIONS	6193491
UNITED STATES	SANITARY SOLUTIONS INC. & Design	6231771
UNITED STATES	BULLDOG VALVES & FITTINGS. BULLDOG TUFF.	6183992

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