ETAS ID: TM598945

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Regenesis Bioremediation Products Corporation		09/21/2020	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	EPRO Services, Inc.		
Street Address:	1328 E Kellogg Dr.		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67211		
Entity Type:	Corporation: KANSAS		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3723003	GEO-SEAL

#### CORRESPONDENCE DATA

Fax Number: 9135494646

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: 9135494700

ekdkdocket@kcpatentlaw.com Email:

Erickson Kernell IP, LLC **Correspondent Name:** 

Address Line 1: 8900 State Line Road, Ste. 500 Address Line 4: Leawood, KANSAS 66206

NAME OF SUBMITTER: Kent R. Erickson SIGNATURE: /Kent R. Erickson/ **DATE SIGNED:** 09/22/2020

**Total Attachments: 4** 

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> **TRADEMARK** REEL: 007058 FRAME: 0541

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## EXHIBIT C

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into on September 21, 2020, 2020, by and among Regenesis Bioremediation Products Corporation, a California corporation ("Regenesis"), and EPRO Services, Inc., a Kansas corporation ("EPRO").

WHEREAS, Regenesis and EPRO are parties to a Joint Marketing Agreement dated as of September 11, 2015 (the "Agreement"), which provided for, among other things, the joint marketing of System Products including Geo-Seal products;

WHEREAS, the parties entered into a Release and Settlement Agreement ("Settlement Agreement") dated of even date herewith, which includes, among other provisions, that the Agreement will terminate at 11:59 P.M. CST on September 21, 2020;

WHEREAS, pursuant to the Settlement Agreement, Regenesis hereby desires to assign its entire right, title and interest in and to the trademarks, including but not limited to the trademarks listed on Schedule 1, subject only to the license provided to Regenesis pursuant to the terms of the Settlement Agreement (the "Trademarks"); and

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained in the Agreement, and the mutual representations, warranties, covenants and agreements of the parties contained herein, Regenesis and EPRO agree as follows:

- 1. <u>Definitions</u>. Unless the terms or context of this Trademark Assignment otherwise require or provide, each capitalized term used herein shall have the meaning ascribed to such term in the Agreement.
- 2. <u>Assignment of Trademarks</u>. Regenesis hereby assigns, conveys, transfers, and sets over unto EPRO, its successors and assigns, all right, title and interest in and to the Trademarks, and the trademark registrations and applications therefor, Geo Seal, subject to Regenesis' license pursuant to the terms of the Settlement Agreement.
- 3. <u>Recordation of Assignment</u>. Regenesis authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and the title thereto as the property of EPRO, its successors and assigns, at the cost and expense of EPRO, in accordance with the terms of this instrument.
- 4. <u>Further Assurances</u>. Regenesis and EPRO for themselves, and their respective successors and assigns, covenant and agree that they will do or cause to be done all such further acts and things, and will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, any and all such further transfers, conveyances, instruments, powers of attorney and assurances, as the other party hereto may reasonably require for better

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assuring the assignment of the Trademarks and the goodwill associated therewith to EPRO and its successors and assigns, on the terms stated herein and in the Agreement.

## 5. General Provisions.

- (a) This Trademark Assignment is executed pursuant to, in furtherance of, and is subject to the terms and conditions of the Agreement and nothing contained herein shall be deemed or construed to limit, amend or reduce the rights of Regenesis or EPRO provided for in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall control.
- (b) This Trademark Assignment, together with the Agreement, constitutes the entire agreement and supersedes all other prior agreements or understandings, whether written or oral, between the parties hereto with respect to the subject matter hereof.
- (c) This Trademark Assignment may be amended or modified only by means of a written instrument executed by all of the parties hereto.
- (d) This Trademark Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Kansas.
- (e) This Trademark Assignment shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, legal representatives and assigns.
- (f) This Trademark Assignment may be executed in two or more counterparts, which together shall constitute a single instrument. Signatures of the parties hereto may be transmitted by facsimile or by email in portable document format (.pdf) and shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed and delivered as of the date first written above but is effective as of the Effective Time.

REGENESIS BIOREMEDIATION

PRODUCTS, INC.:

By:

Scott Wilson, President

**EPRO SERVICES, INC.:** 

By:

Dave Polk, CEO

# SCHEDULE 1

## **TRADEMARKS**

All Names and Intellectual Property related to the System Products as defined in the Agreement, including but not limited to the following trademark:

Word Mark:

Registration Number:

GEO-SEAL

3723003

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**RECORDED: 09/22/2020**