

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco Clean Solutions Inc.		02/10/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GG Buyer, LLC		
Street Address:	755 Tri-State Parkway		
City:	Gurnee		
State/Country:	ILLINOIS		
Postal Code:	60031		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4735622	ECOWORKS	
Registration Number:	5082440	GREEN GOBBLER	
Registration Number:	3865876	GREEN GOBBLER	
Serial Number:	88570014	"FINALLY...POWER MEETS GREEN"	
Serial Number:	87910335	FDC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-2208		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35989-218		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/Rob Soneson/		
DATE SIGNED:	11/29/2021		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of February 10, 2020 (the “Effective Date”) by and between Eco Clean Solutions Inc. (“Assignor”) and GG Buyer, LLC (“Assignee”). Assignor and Assignee are referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of February 10, 2020 (as amended, supplemented or modified, the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademark registrations and applications set forth on Schedule A together with all goodwill associated therewith (the “Trademarks”), and the Parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest, in and to the Trademarks, together with all of the goodwill associated with and symbolized by the Trademarks, and together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including all damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present, or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including rights to register, prosecute, maintain or record any of the foregoing, and all copies and tangible embodiments of any such rights (in whatever form or medium), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor shall at Assignee’s expense take all further actions, and provide Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the Parties hereby authorize any such governmental authorities to record this Assignment.

4. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ECO CLEAN SOLUTIONS INC.

By: _____

Name: Eric Sternberg

Title: President

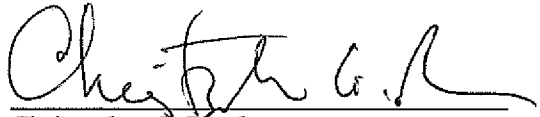
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007511 FRAME: 0369

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:



GG BUYER, LLC

By: 
Name: Christopher G. Bauder
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
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SCHEDULE A

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Assignor
ECOWORKS	US	85660750 25-Jun-2012	4735622 12-May-2015	Registered	ECO CLEAN SOLUTIONS INC.
GREEN GOBBLER 	US	85663283 27-Jun-2012	5082440 15-Nov-2016	Registered	ECO CLEAN SOLUTIONS INC.
GREEN GOBBLER	US	77932630 10-Feb-2010	3865876 19-Oct-2010	Registered	ECOCLEAN SOLUTIONS, INC.
FINALLY, POWER MEETS GREEN	US	88570014 7-Aug-2019	-	Pending	ECO CLEAN SOLUTIONS INC.
FDC	US	87910335 7-May-2018	-	Pending	ECOCLEAN SOLUTIONS, INC.
GREEN GOBBLER & DESIGN 	Canada	1730721 1-Jun-2015	TMA1006636 12-Oct-2018	Registered	ECOCLEAN SOLUTIONS, INC.
GREEN GOBBLER	International Registration CN, EM, GB, MX, ID	1468743 9-Apr-2019	1468743	Registered	ECOCLEAN SOLUTIONS, INC.