

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRIVE LOGISTICS, LLC		12/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	THE STRIVE GROUP, LLC		
Street Address:	350 N. CLARK STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85005454	STRIVE LOGISTICS SL	
Serial Number:	85005463	STRIVE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	(773)237-5721		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	markscounsel@gmail.com		
Correspondent Name:	Eric Wachspress		
Address Line 1:	1727 North Natoma Avenue		
Address Line 4:	Chicago, ILLINOIS 60707		
ATTORNEY DOCKET NUMBER:	STRIVE LOGISTICS		
NAME OF SUBMITTER:	Eric Wachspress		
Signature:	/eric wachspress/		
Date:	12/30/2010		

OP \$65.00 85005454

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This is an agreement ("Agreement") entered as of December 23, 2010 (the "Effective Date") between The Strive Group, LLC ("Group"), an Illinois limited liability company with its principal place of business located at 350 N. Clark St., Chicago, Illinois 60654, and Strive Logistics, LLC ("Logistics"), an Illinois limited liability company with its principal place of business located at 3008 N. Lincoln Avenue, Chicago, Illinois 60657.

WHEREAS, Group has adopted and has used the service mark, THE STRIVE GROUP, since various dates in 2001 in connection with a variety of services relating to providing merchandising display solutions that include conceptualizing such displays, designing such displays, as well as their manufacture, packing, fulfillment, warehousing, distribution and transport;

WHEREAS, Group has registered its trade name, THE STRIVE GROUP, as U.S. Service Mark Registration #2,919,283, on January 18, 2005 for the following services: "Corrugated containers not for holding beverages used for merchandising products, cardboard cartons and cardboard floor displays for merchandising products," "Distributorships in the field of distributing floor display units for others; providing logistics management and fulfillments and services support to assist others in distribution of products contained in floor display units," "Warehouse storage services and freight transportation services for delivery of others goods by trucks, ships and air," and "Offset printing, lithographic printing graphic design and structural design and tracking services for retrieval of encoded products;"

WHEREAS, Logistics, with the express permission of Group, has adopted and has used the service mark, STRIVE LOGISTICS, both in block letters and in the logo format displayed in Exhibit "A" attached hereto since 1995 for "Transportation logistics services, namely, arranging the transportation of goods for others;"

WHEREAS, Logistics, on April 2, 2010, filed two applications to register its service mark, STRIVE LOGISTICS, in block letter form as U.S. Service Mark Application #85005463 and in the logo format displayed in Exhibit "A" attached hereto as U.S. Service Mark Application #85005454, both for "Transportation logistics services, namely, arranging the transportation of goods for others;"

WHEREAS, the United States Patent and Trademark Office in two Office Actions issued on July 5, 2010, refused registration of the two pending service mark applications filed by Logistics, Nos. 85005463 & 85005454, under Section 2(d) of the Trademark Act on the ground that the mark, STRIVE LOGISTICS, is likely to be confused with Group's THE STRIVE GROUP mark, which it has used since at least 2001 in connection with, among other goods and services, "Distributorships in the field of distributing floor display units for others; providing logistics management and fulfillments and services support to assist others in distribution of products contained in floor display units," "Warehouse storage services

and freight transportation services for delivery of others goods by trucks, ships and air" and

WHEREAS, the parties have agreed to the following covenants in order to ensure that Group and Logistics can both market their respective goods and services in connection with the STRIVE trademark without causing consumer confusion while maintaining the strength of the STRIVE mark that has been built up as a result of Group's use of the STRIVE mark since at least as early as 2001 as well as Logistics' use of the STRIVE mark, which has been permitted by Group.

NOW, THEREFORE, in consideration of the recitals made above, all of which are incorporated into and made a part of this Agreement, and the covenants and agreements set forth below, the sufficiency of which are hereby acknowledged by each party, it is agreed that:

1. Logistics hereby assigns to Group all right, title and interest in and to the STRIVE and STRIVE LOGISTICS marks and any other trademark or logo incorporating the unitary term "STRIVE" in connection with the marketing and providing of freight management services, trucking services, export/import services, freight consolidation services, customs brokerage services, import compliance services, intermodal delivery and logistics services, freight pooling services, shipping rate negotiation, invoicing and invoice management services, the management of distribution, manufacturing, warehousing and fulfillment centers, freight tracking and tracing, supply chain consulting, comprehensive freight management services and logistics services and Transportation logistics services, namely, arranging the transportation of goods for others, all of the above services shall be hereinafter referred to in this Agreement as the "Logistics Services," together with any and all goodwill associated therewith.
2. Group hereby grants Logistics the perpetual, exclusive, non-transferable and non-sublicensable right and privilege to use the marks, STRIVE and STRIVE LOGISTICS and any other trademark or logo incorporating the unitary term "STRIVE", in connection with Logistics Services provided that the Logistics Services conform to the standards of nature and quality prescribed by Group herein.
3. Logistics agrees to use the STRIVE and STRIVE LOGISTICS marks and any other trademark or logo incorporating the unitary term "STRIVE" only in connection with professional and high quality Logistics Services. Group has reviewed the quality of the Logistics Services provided by Logistics as of the Effective Date and agrees that they are of suitable quality. Group shall have the right to review and approve any use by Logistics of the STRIVE mark in the future, however, any use which is not substantially or materially different than Logistics' use of the STRIVE mark prior to the Effective Date of this Agreement is expressly approved. Group shall not unreasonably delay or withhold its approval.
4. Group hereby agrees not to seek to register the mark STRIVE LOGISTICS or any mark containing the term "STRIVE" in connection with Logistics Services without the prior written consent of Logistics.
5. Logistics hereby agrees not to use or seek to register the mark, STRIVE, used either alone or incorporated as part of another mark, in connection with any goods or services related to those then provided by Group except for Logistics Services without the prior written consent of Group. Logistics shall not at any time become a party, directly or indirectly to the contesting, or the impairing, of the validity, value or Group's ownership of the STRIVE mark, and all use of the STRIVE mark by Logistics shall inure to Group's benefit.
6. The parties agree to cooperate in good faith to ensure that there is no confusion caused

between their respective uses of STRIVE.

7. Both parties to this Agreement agree to execute any additional documents which the other may require to effectuate this Agreement, including any documents required by the United States Patent and Trademark Office or other trademark registration authorities.

8. This Agreement shall terminate in the event that Logistics ceases use of the STRIVE mark. This Agreement shall also terminate immediately, without notice, in the event of Logistics' going into liquidation, or ceasing to carry on business, or suffering an appointment of a receiver of its property, or making any composition or arrangement with its creditors, or otherwise becoming subject to, or taking advantage of, any law of bankruptcy or insolvency. Upon the termination of this Agreement, Logistics shall immediately cease and desist from all use of the STRIVE mark.

9. Both parties to this Agreement shall consult the other if they become aware of any unauthorized use or registration of the mark, STRIVE, or any mark incorporating that term, that may be likely to cause confusion with their respective uses of that term and shall cooperate with the other in the defense of that mark by providing any reasonable mutually agreeable assistance that the other party requires. In the event that Logistics shall inform Group of any unauthorized use or registration of the mark, STRIVE, by any third party, Group shall take any reasonably necessary steps required to defend Logistics' use of STRIVE against said unauthorized use. In the event that Group unreasonably fails to take such steps, Group shall be liable for and hereby agrees to, promptly, competently, completely and at no cost to Logistics, fully indemnify and hold Logistics, its members, managers, directors, officers, employees and agents harmless from and against any damage, causes of action, loss, cost and expense of any nature whatsoever (including without limitation, reasonable attorneys' fees and expenses incident thereto) resulting directly and primarily from the failure of Group to act reasonably to defend Logistics against any unauthorized use or registration of the mark, STRIVE, by any third party.

10. Under no circumstances will Group be liable to Logistics for any damages or liabilities which Logistics may incur to its customers or other third parties, whether in contract, breach of warranty, or tort. Notwithstanding anything to the contrary contained herein, in no event will either party be liable to the other for any special, punitive, indirect, consequential or incidental damages of any kind, nor for lost profits or other economic loss or interruption of business arising out of this Agreement.

11. Logistics agrees to indemnify, defend and hold harmless Group, and its officers, employees, representatives, agents, subsidiaries and affiliates, against any claims, losses, damages or liabilities of any nature (including without limitation all reasonable attorney's fees and costs) which are threatened, brought against or are incurred by Licensor, its officers, employees, representatives, agents, subsidiaries or affiliates, arising from any actions, omissions or representations of Logistics, or any of its agents or representatives with respect to the providing of the Logistics Services or the operation of its business, provided, however, that Logistics shall not be required to indemnify Group with respect to any claims by third parties that Logistics' use of the STRIVE mark in accordance with the terms of this Agreement infringes on any rights of such third party.

12. Both Logistics and Group represent and warrant that they have full authorization to enter into this Agreement.

13. Any notice provided herein to be delivered by either party to the other shall be in writing, and shall be delivered by telefax and/or overnight courier. Notice shall be deemed to have been received by telefax upon the receipt by the sender of a transmission receipt showing the

successful transmission of the writing being faxed to the addressee, and shall be deemed to have been received by overnight courier on the second business day following the date that the writing was deposited with the overnight courier.

14. In the event that a dispute arises between the parties to this Agreement in connection therewith, both parties agree that the applicable laws of the United States of America shall apply thereto and that that dispute shall be adjudicated in the courts located within the city of Chicago, Illinois and/or any appellate court of the United States of America having general jurisdiction over trademark matters. Both parties consent to the jurisdiction of these courts.

15. All promises undertaken in agreement of the parties hereto in respect of or relating to the subject matter of this Agreement are expressed and embodied herein, and any modification hereof shall be in writing and executed by the party to be charged.

16. This is a private matter between the parties, and no party hereto shall disclose the terms of this Agreement to third parties, other than their accountants and attorneys, except: (a) with the prior written consent of the other party; (b) as may be necessary for a party to establish or enforce rights under this Agreement; (c) to those parties necessary for legal, financial, accounting, insurance or income tax purposes (each of whom shall be bound by the obligation of non-disclosure described herein); or (d) pursuant to a Court order, judicial process, governmental entities or discovery in a litigation or administrative proceeding. Copies of this agreement may be filed in the United States Patent and Trademark Office or in the offices of any other trademark registration authorities as part of the trademark or service mark applications of the parties hereto in support of their prosecution of those applications or in administrative proceedings related thereto. In the event a party believes that disclosure is required pursuant to subsection (d) of this provision, the party seeking to disclose such information will give reasonable prior notice to the non-disclosing party so that the non-disclosing party may elect to take an appropriate action to prevent or restrict the disclosure.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. Nothing in this Agreement or the relationship between the parties shall be construed, interpreted, or deemed to be the creation of a partnership or joint venture between the parties.

19. This Agreement shall not be construed as creating any waiver, limitation, restriction or estoppel with respect to Group's trademark rights, now or in the future, except to the extent expressly set forth herein.

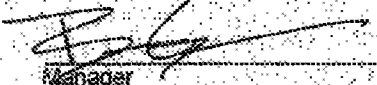
20. If any provision of this Agreement or part thereof, is held invalid for any reason, each and every other provision, or part thereof, nevertheless shall continue in full force and effect.

21. All parties shall bear their own costs, expenses, and attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective days and dates set forth hereunder.

~~STRIVE LOGISTICS, LLC~~
STRIVE LOGISTICS, LLC

~~THE STRIVE GROUP, LLC~~
THE STRIVE GROUP, LLC



Manager

Printed Name: BEN GREENE

Date: 12/23/10



Manager

Printed Name: DOUGLAS SWARTZSTEIN

Date: 12/30/10

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EXHIBIT A

* * * * *



LOGISTICS