

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
Owner-Operator Independent Drivers Association Foundation, Inc.		03/10/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	The Department of Homeland Security		
Street Address:	245 Murray Lane, SW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20528		
Entity Type:	FEDERAL AGENCY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77888557	FIRST OBSERVER	
CORRESPONDENCE DATA			
Fax Number:	(202)254-6178		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-254-6133		
Email:	rosemary.james1@dhs.gov		
Correspondent Name:	Rosemary B. James		
Address Line 1:	245 Murray Lane		
Address Line 2:	Mail Stop 0205, S&T OGC		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20528-0205		
NAME OF SUBMITTER:	Rosemary B. James		
Signature:	/rosemary james/		
Date:	04/07/2011		
Total Attachments: 3 source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Assignment Agreement#page3.tif			

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TRADEMARK
REEL: 004517 FRAME: 0381

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights Agreement ("Agreement") is entered into this 10th day of March, 2011 ("Effective Date") by and between Owner-Operator Independent Drivers Association Foundation, Inc., a corporation duly organized and existing under the laws of the State of Missouri and having its principal place of business at 1 NW OOIDA Drive, Grain Valley, Missouri 64029 ("Assignor"), and The Department of Homeland Security, a United States federal agency having its principal place of business at 245 Murray Lane, SW Washington DC 20528 ("Assignee").

- A. WHEREAS, Assignor has adopted, used, and/or licensed the use of the mark FIRST OBSERVER ("Mark"), and filed U.S. trademark application no. 77/888,557 to register the Mark with the United States Patent & Trademark Office on December 08, 2009;
- B. WHEREAS, Assignor has created the logo associated with the Mark ("Logo"), as reproduced below, and obtained U.S. copyright registration no. VA0001693281 titled "FIRST OBSERVER" for the Logo registered with the United States Copyright Office on November 24, 2010 ("Copyright");



- C. WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark;

- D. WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in the Mark and Copyright associated with the Logo, including the exclusive rights of reproduction, distribution, preparation of derivative works, public performance, public display as well as renewals and extensions associated with the copyright.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

- A. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
- B. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark and Copyright associated with the Logo.
- C. Assignor represents and warrants that:
- (1) Assignor owns the entire right, title and interest in and to the application for the Mark and the registration for the Copyright;
 - (2) the application for the Mark is still valid and subsisting and in full force and effect;
 - (3) Assignor has not licensed the Mark or Logo to any other person or entity or granted, either expressly or impliedly,

any trademark or service mark rights with respect to the
Mark or Logo to any other person or entity;

- (4) there are no liens, security interests, or other encumbrances
against the Mark or Logo, and the Assignor shall hold
harmless the Assignee against any pre - existing
infringement actions;
- (5) Assignor has all authority necessary to enter into this
Agreement and the execution and delivery of this
Agreement has been duly and validly authorized.

Date effective as of: March 10, 2011.

Assignor

By: 

Name: Mr. Jim Johnston

Title: President

Assignee

By: 

Name: WILSON H. ARMSTRONG

Title: GENERAL MANAGER