# 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
ArchBrook Laguna Holdings LLC		09/13/2011	LIMITED LIABILITY COMPANY: NEVADA
ArchBrook Laguna LLC		09/13/2011	LIMITED LIABILITY COMPANY: NEVADA
ArchBrook Laguna West LLC		09/13/2011	LIMITED LIABILITY LIMITED PARTNERSHIP: NEVADA
Lehrhoff ABL LLC		09/13/2011	LIMITED LIABILITY COMPANY: NEVADA
ArchBrook Laguna New York LLC		09/13/2011	LIMITED LIABILITY COMPANY: NEW YORK
Chimerica Global Logistics LLC		09/13/2011	LIMITED LIABILITY COMPANY: WYOMING
Expert Warehouse LLC		09/13/2011	LIMITED LIABILITY COMPANY: NEVADA

# **RECEIVING PARTY DATA**

Name:	SED Lehrhoff, Inc.	
Street Address:	3505 Newpoint Place	
Internal Address:	#450	
City:	Lawrenceville	
State/Country:	GEORGIA	
Postal Code:	30043	
Entity Type:	CORPORATION: NEW JERSEY	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2698899	ESEND
Registration Number:	3762418	ESEND
Registration Number:	2578577	BIG CITY EXPRESS

TRADEMARK REEL: 004624 FRAME: 0472 3C 00 00\$ 1

#### **CORRESPONDENCE DATA**

Fax Number: (585)263-1600 Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Daniel Dovi

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	062327/000002
NAME OF SUBMITTER:	Daniel Dovi
Signature:	/Daniel Dovi/
Date:	09/16/2011

#### Total Attachments: 6

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") dated as of September 13, 2011 (the "<u>Effective Date</u>"), is by and between ArchBrook Laguna Holdings LLC, a Nevada limited liability company, ArchBrook Laguna LLC, a Nevada limited liability company, ArchBrook Laguna West LLC, a Nevada limited liability company, Lehrhoff ABL LLC, a Nevada limited liability company, ArchBrook Laguna New York LLC, a New York limited liability company, Chimerica Global Logistics LLC, a Wyoming limited liability company, and Expert Warehouse LLC, a Nevada limited liability company, (each an "<u>Assignor</u>" and collectively "<u>Assignors</u>"), in favor of SED Lehrhoff, INC., a New Jersey corporation (the "<u>Assignee</u>").

WHEREAS, in connection with the Asset Purchase Agreement between Assignors and Assignee, dated August 15, 2011 (the "<u>Agreement</u>"), Assignors have agreed to assign, sell, transfer, set over, and deliver unto Assignee, among other items, certain Intellectual Property, including trademarks, service marks, trade logos, and other marks and trade or business names relating to the ownership, use, operation, and management of such Intellectual Property;

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

- 1. Assignors hereby assign, transfer, and convey to Assignee all of Assignors' right, title, and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations thereof and rights of renewal and extension thereof, all common-law rights related thereto, and all causes of action and rights of recovery for infringements, dilutions, or violations of the foregoing prior to the Effective Date (the "Trademarks").
- 2. Each party acknowledges that this Assignment is a legal, valid, and binding obligation of the warranting party and it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms. To the extent this Assignment is inconsistent with any terms or conditions of the Agreement, the terms and conditions of the Agreement shall control.
- 3. The right, title, and interest in and to each of the Trademarks is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made.
- 4. Assignors will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignment herein, including any actions or documents that may be necessary to protect, secure, and vest good and marketable title to the Trademarks in Assignee.
- 5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

6.	This Assignment shall be governed by and construed in accordance with the laws of the
	State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first written above.

#### ASSIGNORS:

ARCHBROOK LAGUNA HOLDINGS LLC

Mame: banie/ J. Borerman Tille Jahrin CFO

ARCHBROOS, LAGENA LLC

Bv:

Name: During J. J. Barerman

TWO Lufterier Com

ARCHBROOK LAGUNA WEST LLC

Name: Nami II, I procured Title: Chappy and CFO

LEFRHOFF ABLULC

CARLOS SANTA J. BAROMAN

Title distrain office

ARCHBROOK LAGUNA NEW YORK ELC

Bys

CHIMERICA GLOBAL LÓGISTICS LLC

[Signature Page to ESEND and BIG CITY EXPRESS Trademark Assignment]

Execution Version

EXPERT WAREHOUSE LLC

By:

Name: BUNGO J. BONENMAN

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**Execution Version** 

**ASSIGNEE:** 

SED LEHRHOFF, INC.

By:

Name:

Title:

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