

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.H. ROBINSON WORLDWIDE, INC.		10/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ELECTRONIC FUNDS SOURCE LLC		
Street Address:	1104 COUNTRY HILLS DRIVE		
City:	OGDEN		
State/Country:	UTAH		
Postal Code:	84403		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2718608	EOWNEROPERATOR	
Registration Number:	2283192	E-STOP	
Registration Number:	1716439	T-CARD	
CORRESPONDENCE DATA			
Fax Number:	6152511059		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6152560500		
Email:	laf@h3gm.com		
Correspondent Name:	Harwell Howard Hyne Gabbert & Manner, PC		
Address Line 1:	333 Commerce Street, Suite 1500		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Lara Flatau, Attorney		
Signature:	/Lara Flatau/		

OP \$90.00 2718608

Date:

10/19/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), effective as of October 16, 2012 (“Effective Date”), is from **C.H. ROBINSON WORLDWIDE, INC.**, a Delaware corporation (“Assignor”), to **ELECTRONIC FUNDS SOURCE LLC**, a Utah limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated October 16, 2012 (the “Agreement”) whereby Assignee will purchase certain assets from Assignor relating to Assignor’s Business (as defined in the Agreement);

WHEREAS, Assignor owns those trademark registrations set forth on Schedule A to this Assignment (the “Trademarks”);

WHEREAS, pursuant to the Agreement, Assignee desires to acquire the Trademarks and the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee; and

WHEREAS, the execution and delivery of this Assignment is a Closing deliverable pursuant to Article X of the Agreement.

NOW, THEREFORE, for the consideration stated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby assigns to Assignee (i) all of Assignor’s right, title, and interest in and to the Trademarks throughout the world, together with the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks, (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives (together, the “Assigned Rights”).

Assignor agrees not to use, and to terminate and discontinue all use of the terms contained in the Trademarks and any terms that could be construed as confusingly similar thereto in any domain name, domain name registrations, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator or origin, with regard to itself and any business or entity at any time owned or controlled by Assignor. Notwithstanding anything to the contrary, nothing in this paragraph prohibits Assignor from any use of or references to the terms contained in the Trademarks or any terms that could be construed as confusingly similar thereto (i) in connection with transition services pursuant to the Agreement, (ii) in a historical sense, or (ii) for the purpose of filing regulatory documents or tax returns.

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute additional documents and take other action as may be reasonably necessary to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

The Parties hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Agreement shall be deemed enlarged, limited, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

C.H. ROBINSON WORLDWIDE, INC.

BY: 

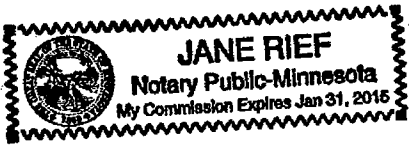
NAME: Chad Lindbloom

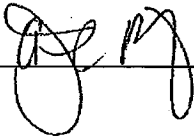
TITLE: Senior VP + CFO

DATE: 10/16/2012

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On 10/16, 2012, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Chad Lindbloom, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.




(Notary Public)

Executed and accepted by:

ASSIGNEE:

ELECTRONIC FUNDS SOURCE LLC

BY: [Signature]

NAME: SCOTT PHILLIPS

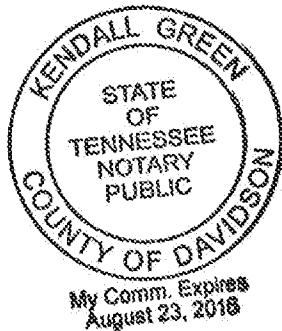
TITLE: PRESIDENT & CEO

DATE: 10/16/2012

STATE OF Tennessee)
) SS:
COUNTY OF Davidson)

On October 16, 2012, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Scott Phillips, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]
(Notary Public)



SCHEDULE A

Registered Trademarks

Trademark	Country	Filing Date/ Registration Date	Application No./ Registration No.	Owner of Record
"T" and Design	Mexico	10/21/2005 12/07/2005	746,427 912,721	C.H. Robinson Worldwide, Inc.
EOWNEROPERATOR	United States	7/23/2001 5/27/2003	76/288,722 2,718,608	C.H. Robinson Worldwide, Inc.
EOWNEROPERATOR	Canada	9/20/2001 3/3/2004	1,116,198 603,923	C.H. Robinson Worldwide, Inc.
E-Stop	United States	8/10/1998 10/5/1999	75/533,841 2,283,192	C.H. Robinson Worldwide, Inc.
E-Stop	Mexico	10/21/2005 11/23/2005	746,428 909,775	C.H. Robinson Worldwide, Inc.
T-card	United States	9/12/1991 9/15/1992	74/202,581 1,716,439	C.H. Robinson Worldwide, Inc.

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