

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Richard N. Ellis		12/19/2012	Individual: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Paul Musslewhite Trucking Co., LLC
<b>Street Address:</b>	P.O. Box 847
<b>City:</b>	Levelland
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	79336
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3637478	MUSSELEWHITE LOGISTICS, LTD.
Registration Number:	3730446	INTEGRITY MUSSELEWHITE PAUL MUSSELEWHITE TRUCKING CO. TRUCKING RELIABILITY
Registration Number:	3590061	MUSSELEWHITE PAUL MUSSELEWHITE TRUCKING CO. TRUCKING

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	56347-10020
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CH \$90.00 3637478

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/21/2012
<b>Total Attachments: 5</b> source=Musslewhite Trademark Assignment - EXECUTION VERSION#page1.tif source=Musslewhite Trademark Assignment - EXECUTION VERSION#page2.tif source=Musslewhite Trademark Assignment - EXECUTION VERSION#page3.tif source=Musslewhite Trademark Assignment - EXECUTION VERSION#page4.tif source=Musslewhite Trademark Assignment - EXECUTION VERSION#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is made effective as of December 19, 2012, by and between Richard N. Ellis, an individual, having an address of P.O. Box 847, Levelland, Texas 79336 ("Assignor") and Paul Musslewhite Trucking Co., LLC, a Texas limited liability company, (f/k/a Paul Musslewhite Trucking Co., Ltd.) having a principle business address of P.O. Box 847, Levelland, Texas 79336 ("Assignee").

**WHEREAS**, Assignor owns the U.S. Trademark registrations set forth on Schedule A (Trademarks); and

**WHEREAS**, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Trademarks, as well as all goodwill of the business symbolized thereby, and the parties wish to record such assignment in the U.S. Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the sum of US \$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Trademarks set forth in Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi)

all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Texas without giving effect to the conflict of laws rules thereof.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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

ASSIGNOR

By: 

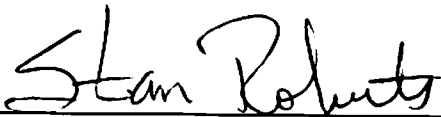
Name: Richard N. Ellis

Title: Individual registrant

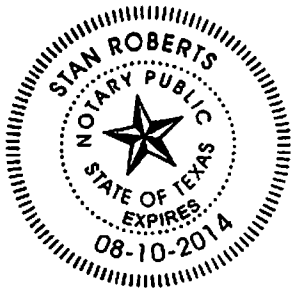
STATE OF Texas )  
 ) ss.  
COUNTY OF Hockley )

Before me, the undersigned authority, on this 18<sup>th</sup> day of December, 2012, Richard N. Ellis personally appeared to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment.

\_\_\_\_\_  
Notary Public

 (Signature of Notary)

Stan Roberts  
(Legibly Print or Stamp Name of Notary)



ACCEPTED BY ASSIGNEE

Paul Musslewhite Trucking Co., LLC

By: *Richard N. Ellis*

Name: Richard N. Ellis  
Title: President

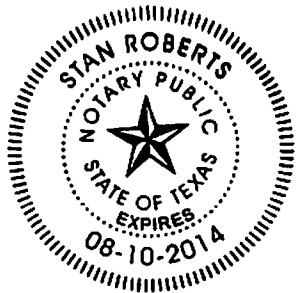
STATE OF Texas )  
 ) ss.  
COUNTY OF Hockley )

Before me, the undersigned authority, on this 18<sup>th</sup> day of December, 2012, personally appeared Richard N Ellis known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

\_\_\_\_\_  
Notary Public

*Stan Roberts* (Signature of Notary)

Stan Roberts  
(Legibly Print or Stamp Name of Notary)



**SCHEDULE A**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MUSSEWHITE LOGISTICS, LTD. AND DESIGN	3,637,478	6/16/2009
INTEGRITY MUSSEWHITE PAUL MUSSEWHITE TRUCKING CO. TRUCKING RELIABILITY AND DESIGN	3,730,446	12/29/2009
MUSSEWHITE PAUL MUSSEWHITE TRUCKING CO. TRUCKING AND DESIGN	3,590,061	3/17/2009

*Assignee Signature Page – Trademark Assignment*