

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	TSD Crane & Rigging		04/05/2013
	Lebzan Sandy Presley		04/05/2013
	Jimmie Morris Jr.		04/05/2013
	Presley Sandy Lebzan		04/05/2013
			a Texas general partnership: TEXAS
			INDIVIDUAL: UNITED STATES
			INDIVIDUAL: UNITED STATES
			a Texas sole proprietorship: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TNT Crane & Rigging, Inc.		
<b>Street Address:</b>	925 South Loop West		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77054		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	3475904	TSD CRANE & RIGGING
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@bingham.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		

OP \$40.00 3475904

Signature:	/Linda A. Salera/
Date:	04/18/2013
Total Attachments: 6 source=TNT_TSD IP Assignment Agreement (4-5-13)#page1.tif source=TNT_TSD IP Assignment Agreement (4-5-13)#page2.tif source=TNT_TSD IP Assignment Agreement (4-5-13)#page3.tif source=TNT_TSD IP Assignment Agreement (4-5-13)#page4.tif source=TNT_TSD IP Assignment Agreement (4-5-13)#page5.tif source=TNT_TSD IP Assignment Agreement (4-5-13)#page6.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made and entered into effective as of April 5, 2013, by and among TSD Crane & Rigging, a Texas general partnership ("*TSD*"), Lebzan Sandy Presley<sup>1</sup> ("*Presley*"), Jimmie Morris, Jr. ("*Morris*") and Presley Sandy Lebzan, a Texas sole proprietorship<sup>2</sup> ("*PSL*" and together with TSD, Presley and Morris, "*Assignors*"), and TNT Crane & Rigging, Inc., a Texas corporation ("*Assignee*"). Each Assignor and Assignee may be referred to herein individually as a "*Party*" and, collectively, as the "*Parties*."

### RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*"), pursuant to which, among other things, each Assignors is selling, conveying, assigning, transferring and delivering to Assignee, and Assignee is acquiring and accepting, all of such Assignor's right, title and interest in and to the Intellectual Property Rights of such Assignor;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, each Assignor desires to assign to Assignee its entire right, title, and interest in and to its respective Intellectual Property Rights according to the terms of this Assignment.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE I ASSIGNMENT**

Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and its successors, assigns, and legal representatives, and Assignee does hereby accept and assume, all of such Assignor's entire right, title and interest in and to its respective Intellectual Property Rights, including without limitation the Intellectual Property listed on Schedule A hereto, and all rights to register, maintain, renew or otherwise apply for new or continuing protection, and to sue for, settle, or release any past, present, or future infringement thereof.

#### **ARTICLE II ASSISTANCE; ADDITIONAL ACTIONS**

Each Assignor agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of Assignee, any and all documents and instruments reasonably requested by Assignee to evidence, record, or effectuate this Assignment, or to assist Assignee in applying for or obtaining any patents or any other registrations relating to such Assignor's respective Intellectual Property Rights, or to take or cause to be taken such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, each of Assignors agrees to:

<sup>1</sup> Confirm legal name of Mr. Presley.

<sup>2</sup> Trademark "TSD Crane & Rigging" – Registration No. 3475904 is registered to "Presley Sandy Lebzan (Texas Sole Proprietorship)". If this trademark has been assigned to TSD Crane & Rigging, please confirm and provide supporting documentation.

(a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding its respective Intellectual Property Rights; and

(b) provide testimony in connection with any proceeding affecting the rights, title, interest, or benefit of Assignee in and to its respective Intellectual Property Rights.

### ARTICLE III ACKNOWLEDGMENT OF RIGHTS

**Section 3.1 Acknowledgement by Assignors.** In furtherance of this Assignment, each Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to such Assignor's right, title and interest in and standing, and hereby constitutes and appoints Assignee the its true and lawful agent and attorney in fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead, of such Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to:

(a) receive all rights and benefits pertaining to its respective Intellectual Property Rights;

(b) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of its respective Intellectual Property Rights; and

(c) defend and comprise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

Each Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be by Assignor.

### ARTICLE IV MISCELLANEOUS

**Section 4.1 Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the respective meanings given to such terms in the Purchase Agreement.

**Section 4.2 Binding Effect.** This Assignment and all of the provisions hereof shall apply to, be binding in all respects upon and inure to the benefit of the Parties and their respective successors and assigns.

**Section 4.3 Third-Party Beneficiaries.** Nothing expressed or referred to in this Assignment will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision of this Assignment, except such rights as shall inure to a successor or permitted assignee pursuant to Section 4.2.

**Section 4.4 Further Assurances.** Each Assignor and Assignee shall execute and deliver from time to time hereafter, upon written request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

**Section 4.5 Governing Law.** This Assignment shall be construed under the laws of the State of Texas, without giving effect to conflicts of laws principles thereof. For any lawsuit arising under this Assignment, venue shall be proper only in the federal and state courts located in Harris County, Texas.

**Section 4.6 Severability.** Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**Section 4.7 Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of an original Assignment for all purposes. Minor variations in the form of signature pages of this Assignment, including footers from earlier versions of this Assignment, shall be disregarded in determining a Party's intent or the effectiveness of such signature.

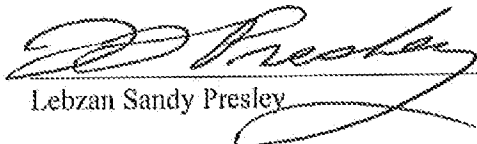
*[Remainder of page intentionally blank. Signature page follows.]*

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

**ASSIGNORS:**

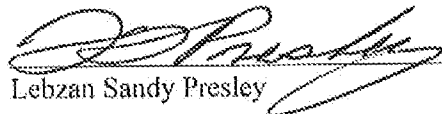
**TSD CRANE & RIGGING**


By: Lebzan Sandy Presley, its majority partner

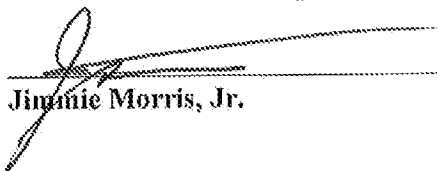
  
Lebzan Sandy Presley

**PRESLEY SANDY LEBZAN, a sole proprietorship**

By: Sandy Presley, its sole owner

  
Lebzan Sandy Presley

  
Lebzan Sandy Presley

  
Jimmie Morris, Jr.

**ASSIGNEE:**

**TNT CRANE & RIGGING, INC.**

By: \_\_\_\_\_  
Michael Appling, Jr.  
Chief Executive Officer

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

**ASSIGNORS:**

**TSD CRANE & RIGGING**

By: Lebzan Sandy Presley, its majority partner

\_\_\_\_\_  
Lebzan Sandy Presley

**PRESLEY SANDY LEBZAN, a sole proprietorship**

By: Sandy Presley, its sole owner

\_\_\_\_\_  
Lebzan Sandy Presley

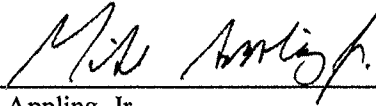
\_\_\_\_\_  
**Lebzan Sandy Presley**

\_\_\_\_\_  
**Jimmie Morris, Jr.**

**ASSIGNEE:**

**TNT CRANE & RIGGING, INC.**

By: \_\_\_\_\_

  
Michael Appling, Jr.  
Chief Executive Officer

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

Trademark: "TSD Crane & Rigging", Registration Number 3475904, filed with the United States Patent and Trademark Office on December 15, 2007.

Tsdcrane.com