

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
	North Pacific Supply Co., Inc.		11/25/2013
			Entity Type
			CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	TracFone Wireless, Inc.		
Street Address:	9700 NW 112 Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2247585	COMPLETE WIRELESS CENTERS
CORRESPONDENCE DATA			
Fax Number:	3059615812		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	333 Avenue of the Americas, Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	027207.070000		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/Manuel Valcarcel/		
Date:	11/26/2013		
Total Attachments: 2 source=Complete Wireless TM Assignment-executed#page1.tif source=Complete Wireless TM Assignment-executed#page2.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of November 7, 2013 by North Pacific Supply Co., Inc., an Oregon corporation ("Assignor"), to and in favor of TracFone Wireless, Inc., a Delaware corporation ("Assignee") having an address of 9700 NW 112 Avenue, Miami, Florida 33178.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest with respect to the **COMPLETE WIRELESS CENTERS** and Design mark, including, without limitation, U.S. Trademark Registration No. 2,247,585 for the mark covering use with wholesale distributorships and stores featuring wireless telephones in International Class 35, together with any and all related common law and other rights, the benefit of prior use thereof and the goodwill associated therewith (collectively, the "Mark").

NOW, THEREFORE, for Thirty Thousand and NO/100 Dollars (\$30,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's entire right, title and interest in and to the Mark together with the goodwill associated therewith, in the United States of America and elsewhere, including, without limitation, the U.S. Trademark Registration No. 2,247,585 and any other registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are now or may be secured under the laws of the United States of America and any foreign jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, licensees or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable and any claims and causes of action as of the date hereof or thereafter. Assignor represents and warrants that: (i) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

Assignor hereby requests that the United States Patent and Trademark Office indicate Assignee as the Assignee and exclusive owner of the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the date specified above.

ASSIGNOR:

NORTH PACIFIC SUPPLY CO., INC., an Oregon corporation

By: Andrea Angell
Name: Andrea Angell
Title: PRESIDENT

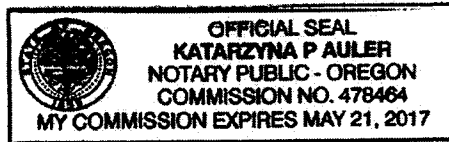
ACKNOWLEDGEMENT

COUNTY OF Clatsop)
) SS:
STATE OF Oregon)

The foregoing Assignment was acknowledged before me this 25th day of November 2013 by Andrea Angell, the Assignor of North Pacific Supply Co., Inc., an Oregon corporation. He/She is personally known to me or has produced OR Driver's License as identification.

Notary: Katarzyna P. Auler
Print Name: KATARZYNA P. AULER

[NOTARIAL SEAL]
Notary Public, State of OREGON
My commission expires: May 21st, 2017



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