

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerson Associates, P.C.		05/12/2014	Professional Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	DISA Global Solutions, Inc.		
Street Address:	12600 Northborough Drive, Suite 300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3250166	US OP CI ON US	
Registration Number:	1720934	UNIVERSITY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6144673704		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6147632315		
Email:	rlape@lmng-law.com		
Correspondent Name:	Rodd B. Lape		
Address Line 1:	9980 Brewster Lane, Suite 150		
Address Line 4:	Powell, OHIO 43065		
NAME OF SUBMITTER:	Rodd Lape		
SIGNATURE:	/Rodd Lape/		
DATE SIGNED:	05/14/2014		
Total Attachments: 5			
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OP \$65.00 3250166

TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of May 12, 2014, by and between **Gerson Associates, P.C.**, a Pennsylvania professional corporation d/b/a University Services (“*Assignor*”), and **DISA Global Solutions, Inc.**, a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and applications for registration, and all related goodwill, identified and set forth on **Schedule A** attached hereto, (the “*Marks*”); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree:

1. Assignor hereby irrevocably contributes, transfers, grants, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, all right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, 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 rights to collect royalties, products and proceeds due or payable in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (a) the preparation of any application for registration or any application for renewal any Mark; (b) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (d) effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

5. This Assignment may be signed in separate counterparts (including by facsimile or portable document format (.pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

EXECUTED AND DELIVERED on and effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

GERSON ASSOCIATES, P.C.

DISA GLOBAL SOLUTIONS, INC.

By: Benjamin Gerson
Name: Dr. Benjamin Gerson
Title: President, Secretary and Treasurer

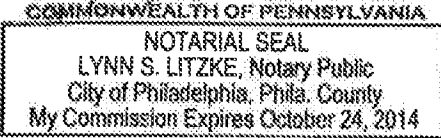
By: _____
Name: Jeffrey D. Boyle
Title: President and Chief Executive Officer

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF MONTGOMERY)

On May 9, 2014, personally appeared Dr. Benjamin Gerson, to me known and known to me to be the President, Secretary and Treasurer of Gerson Associates, P.C., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.



Lynn S. Litzke

Notary Public

STATE OF _____)

) SS:

COUNTY OF _____)

On May __, 2014, personally appeared Jeffrey D. Boyle, to me known and known to me to be the President and Chief Executive Officer of DISA Global Solutions, Inc., the Assignee above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignee and pursuant to authority duly received.

Notary Public

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

EXECUTED AND DELIVERED on and effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

GERSON ASSOCIATES, P.C.

DISA GLOBAL SOLUTIONS, INC.

By: _____
Name: Dr. Benjamin Gerson
Title: President, Secretary and Treasurer

By: *[Signature]*
Name: Jeffrey D. Boyle
Title: President and Chief Executive Officer

STATE OF _____)

) SS:

COUNTY OF _____)

On May __, 2014, personally appeared Dr. Benjamin Gerson, to me known and known to me to be the President, Secretary and Treasurer of Gerson Associates, P.C., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

Notary Public

STATE OF Texas)

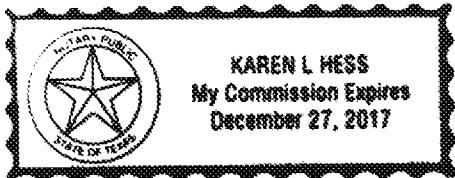
) SS:

COUNTY OF Harris)

On May 6, 2014, personally appeared Jeffrey D. Boyle, to me known and known to me to be the President and Chief Executive Officer of DISA Global Solutions, Inc., the Assignee above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignee and pursuant to authority duly received.

[Signature]

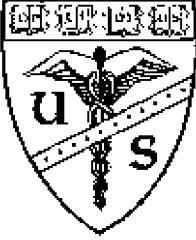
Notary Public



DISA - University Services - Trademark Assignment

Schedule A

United States

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
	U.S. Federal	76646542 09/12/05	3250166 06/12/07	REGISTERED
UNIVERSITY SERVICES	U.S. Federal	74188606 07/05/91	1720934 09/29/92	REGISTERED