

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Construction Labor Group, Inc.		06/23/2014	CORPORATION: OHIO
Horizon A Management Services, Inc.		06/23/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Construction Labor Contractors, LLC		
Street Address:	3380 Brecksville Road		
Internal Address:	Suite 200		
City:	Richfield		
State/Country:	OHIO		
Postal Code:	44286		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85712965	CLC CONSTRUCTION LABOR CONTRACTORS	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jdavis@edwardswildman.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	303506.0009		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	06/24/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made on this 23rd day of June 2014 (the "**IP Assignment**") by and among Construction Labor Contractors, LLC, a Delaware limited liability company ("**Assignee**"), and Construction Labor Group, Inc., an Ohio corporation ("**CLG**") together with Horizon A Management Services, Inc., also an Ohio corporation (collectively with CLG, the "**Assignors**"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase and Contribution Agreement dated as of the date hereof by and between Assignors and Assignee (the "**Asset Purchase Agreement**"), the Assignors have sold all of their right, title, and interest in and to the Acquisition Assets to Assignee, and in connection therewith, the Assignors have agreed to assign, and Assignee has agreed to acquire, all of the Assignors' right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names, corporate names and domain names, along with the goodwill associated therewith, including but not limited to the trademarks and domain names listed on Exhibit A hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by the Assignors in connection with the operation of the Business (the "**Intellectual Property**"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors do hereby assign, sell, transfer and convey to Assignee, all of the Assignors' right, title, and interest in and to the Intellectual Property throughout the world, including all goodwill pertaining thereto, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong directly relating to any of the Intellectual Property.

This IP Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

The Assignors hereby agree to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this IP Assignment in and to the Intellectual Property, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and at Assignee's expense, provide reasonable assistance in any proceedings relating to Assignee's right, title, interest and benefit in and to the Intellectual Property.

This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

Construction Labor Contractors, LLC

By: 
Name: Gregory M. Barr
Title: President

Construction Labor Group, Inc.

By: _____
Name: Timothy J. Cherotti
Title: Chief Executive Officer

**Horizon A Management Services
Company**

By: _____
Name: Timothy J. Cherotti
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

Construction Labor Contractors, LLC

By: _____

Name: Gregory M. Barr

Title: President

Construction Labor Group, Inc.

By: _____

Name: Timothy J. Cherotti

Title: Chief Executive Officer

**Horizon A Management Services
Company**

By: _____

Name: Timothy J. Cherotti

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Intellectual Property

TRADEMARKS

<u>MARK</u>	<u>SERIAL NO</u>	<u>REG NO</u>	<u>REG DATE</u>
CLC Construction Labor Contractors (symbol)	85712965	4,345,834	June 4, 2013

COMMON LAW TRADEMARKS

<u>MARK</u>
Construction Labor Contractors

DOMAIN NAMES

<u>DOMAIN NAME</u>
CONSTRUCTIONLABOR.COM