

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316097

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|---|--|---------------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mover's Equipment Services, Inc. | | 08/29/2014 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Victory Packaging, L.P. | | |
| Street Address: | 3555 Timmons Lane | | |
| Internal Address: | Suite 1400 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77027 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3484736 | MESI MOVER'S EQUIPMENT SERVICES, INC. | |
| Registration Number: | 3484469 | MESI MOVER'S EQUIPMENT SERVICES, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 2149691700 | | |
| Email: | craig.carpenter@tklaw.com | | |
| Correspondent Name: | Craig Carpenter, THOMPSON & KNIGHT LLP | | |
| Address Line 1: | 1722 Routh Street | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 406953.000091 | | |
| NAME OF SUBMITTER: | Craig C. Carpenter | | |
| SIGNATURE: | /ccc/ | | |
| DATE SIGNED: | 09/04/2014 | | |
| Total Attachments: 5 | | | |
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SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of August 29, 2014 (the "**Effective Date**"), by and between Mover's Equipment Services, Inc., a Texas corporation ("**Assignor**") and Victory Packaging, L.P., a Texas limited partnership ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 20, 2014 (the "**Purchase Agreement**") in which Assignor agreed to assign to Assignee all right, title and interest in and to the Marks, as defined below.

WHEREAS, Assignor is the owner of the right, title, and interest in and to the marks set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Marks**"), along with the goodwill of the business developed and symbolized through the use of the Marks;

WHEREAS, Assignor has the right and authority to assign to Assignee the Marks; and

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to accept all right, title and interest in and to the Marks, along with the goodwill and other intellectual property rights symbolized thereby and associated with the business to which the Marks pertain, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby irrevocably assigns, transfers and conveys unto Assignee, all of Assignor's right, title and interest in the Marks, registered and common law, including without limitation all rights thereof and applications therefor, together with the portion of the business to which the Marks pertain and the goodwill of the business symbolized thereby, and any and all renewals and extensions of the Marks that may hereafter be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction throughout the world.

2. Without limiting the generality of the foregoing, Assignee will have the sole right to sue and collect damages and/or profits for any past, present or future infringements or other violations of the Marks and Assignor acknowledges and agrees that neither Assignor nor Assignor's successors or assignees will challenge or object to Assignee's use or exploitation of the Marks.

3. To the extent that any of the Marks are not able to be assigned under this Agreement, Assignor hereby grants to Assignee a perpetual, world-wide, exclusive, irrevocable, royalty-free, fully paid-up license to reproduce, publish, prepare derivative works of, modify,

sublicense, transfer, assign, distribute and otherwise use such intellectual property or any portion thereof, for any purpose throughout the world in any form or medium as Assignee shall see fit and exclusively determine.

4. As reasonably required by Assignee following the Effective Date, Assignor shall execute and deliver all documents, including applications, assignments, filings, and recordings and otherwise assist Assignee in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Marks as Assignee may reasonably deem appropriate. Assignee hereby authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor.

5. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas without respect to its conflict of laws principles, and the parties hereby consent to the jurisdiction of the federal and state courts in Harris County, Texas as the exclusive forum and venue regarding any disputes related to this Agreement.

7. This Agreement shall be binding and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

9. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, this Service Mark Assignment Agreement has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNOR:

Mover's Equipment Services, Inc.

By: [Signature]

Name: Bobby S. Terryson

Title: President

ASSIGNEE:

Victory Packaging, L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Service Mark Assignment Agreement has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNOR:

MOVER'S EQUIPMENT SERVICES, INC.

By: _____
BRIAN TENNYSON, President

ASSIGNEE:

VICTORY PACKAGING, L.P.,
a Texas limited partnership

By: Victory Packaging Management LLC,
a Texas limited liability company,
its general partner

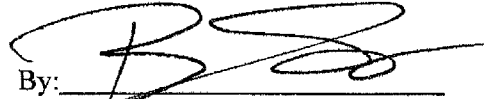

By: 
H. Benjamin Samuels
Chief Executive Officer

EXHIBIT A

Federally Registered Marks

| Mark | U.S. Ser. No. | U.S. Reg. No. |
|---|--------------------------------|-------------------------------|
| <p align="center">MESI MOVER'S EQUIPMENT SERVICES, INC.</p> | <p align="center">77373926</p> | <p align="center">3484736</p> |
|  | <p align="center">77369203</p> | <p align="center">3484469</p> |

State Registered Marks




| Mark | State | Reg. No. |
|---|--------------------------------|---------------------------------|
|  | <p align="center">Texas</p> | <p align="center">800920181</p> |
|  | <p align="center">Texas</p> | <p align="center">800940700</p> |
|  | <p align="center">Missouri</p> | <p align="center">S017842</p> |

Exhibit A