

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J Kirston Henderson		03/06/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	XIP, LLC		
Street Address:	PO Box 121728		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76121		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2927938	KEYDRIVER	
Registration Number:	3852235	YOUR VIRTUAL DIVISION	
Registration Number:	3309076	TOUGH AS YOUR TRUCK	
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:	214-417-4045		
Email:	jkh@xipllc.net		
Correspondent Name:	J Kirston Henderson		
Address Line 1:	1709 Ridgmar Blvd.		
Address Line 4:	Fort Worth, TEXAS 76116		
NAME OF SUBMITTER:	J. Kirston Henderson		
SIGNATURE:	/J. Kirston Henderson/		
DATE SIGNED:	09/09/2014		
Total Attachments: 3			
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OP \$90.00 2927938

Assignment of Intellectual Property Agreement II

This Agreement is made as of March the 6th, 2013 (the "Effective Date") by and between J. Kirston Henderson, an individual with an address at 1709 Ridgmar Blvd., Fort Worth, Texas, 76116, (hereafter referred to as JKH), and XIP, LLC, a Texas LLC with a Secretary of State File Number of 801734747, and with an address at PO Box 141102, Irving, TX 75014, (hereafter referred to as XIP).

Whereas, JKH is the owner of certain Registered Trademarks purchased from United IP, LLC on November 25th, 2009:

Keydriver	Registration Number: 2927938
Your Virtual Division	Registration Number: 3852235
Tomahawk	Registration Number: 3309217
Tough As Your Truck	Registration Number: 3309076

(hereafter referred to as the "Intellectual Property" or "IP"). JKH *does not assign* any rights whatsoever to any Intellectual Property he owns that was developed outside of United IP, LLC and its licensees. *Specifically excluded* from this Assignment are any Patents, Trademarks, Copyrights, and Trade Secrets arising out of, or related to, MegaRail Transportation Systems.

Whereas, JKH desires to assign the Intellectual Property to XIP.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the undersigned JKH does hereby convey unto XIP the IP described above on the following terms:

1. Grant and Assignment. JKH acknowledges and agrees that all IP described above is owned by XIP in the entirety. Rights assigned by JKH to XIP are the Registered Trademarks listed above.


2. Securing Rights. JKH agrees to take all steps at the request of XIP to secure for XIP all rights in the IP and to protect XIP's rights in the IP. JKH appoints XIP as my attorney-in-fact to enable XIP to record, file and prosecute any application for, and acquire, maintain and enforce, any intellectual property rights and any other rights in the IP throughout the universe in all languages and in all media and forms of expression and communication now or later developed, including, without limitation, all extensions, renewals and reissues.

3. Issuance. JKH authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, to issue Patents, Trademarks, or other evidence or forms of industrial property protection on applications to XIP, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

JKH authorizes and requests that any Internet Domain Name Registrars managing Internet Domain Names owned by JKH to transfer those Internet Domain Names to XIP, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Warranties. JKH represents that he has full rights to convey the entire rights assigned, that he has not executed, and will not execute, any agreement conflicting with this instrument, and that he has not sold the IP to any other person or legal entity. JKH warrants that there are no liens or assessments against the IP. JKH further warrants that he has not declared bankruptcy during the period of his ownership of the IP.

5. Successors and Assigns. This Assignment will inure to the benefit of and be binding upon each of the Parties' respective agents, representatives, officers, directors, employees, assigns, heirs, and subsidiaries.

JKH  XIP 

6. Full Agreement. This Agreement states the entire agreement between the parties and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

7. Governing Law. This Assignment is made under and shall be construed according to the laws of the State of Texas. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas.

8. Effective Date. The effective date of this Assignment shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

9. Severability. If any of the provisions of this Assignment are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

10. Counterparts/Facsimile. This Assignment may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

In Witness Whereof, the JKH and XIP execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

For J. Kirston Henderson

[Signature]
J. Kirston Henderson 3-6-13
Date

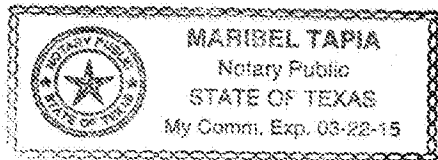
Certificate of Acknowledgment

State of Texas
County of Tarrant

Before me, (Maribel Tapia), on this day personally appeared J. Kirston Henderson, known to me (or proved to me through Texas State Drivers License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of March, 2013.

[Signature]
Notary Public's Signature



For XIP, LLC

[Signature]
James Carl Henderson 3-6-13
President, XIP Date

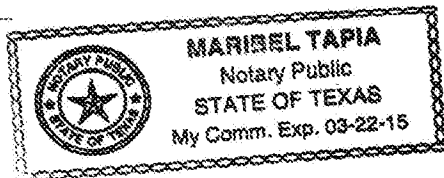
Certificate of Acknowledgment

State of Texas
County of Tarrant

Before me, (Maribel Tapia), on this day personally appeared James Carl Henderson known to me (or proved to me through Texas State Drivers License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of March, 2013.

[Signature]
Notary Public's Signature



[Signature] JKH XIP JCH