

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multi Service Corporation		12/31/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Multi Service Technology Solutions, Inc.		
Street Address:	9800 NW 41 St., Ste. 400		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1821644	POWERFUL CARD	
Registration Number:	1807938	POWERFUL PLAN	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Wade Kerrigan		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:	Wade Kerrigan		
SIGNATURE:	/Wade Kerrigan/		
DATE SIGNED:	09/18/2014		
Total Attachments: 15			
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TRADEMARK

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IS A BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 31, 2012 by and among Multi Service Corporation, a Missouri corporation ("Seller"), Multi Service Inc., a Kansas corporation ("MSI"), PropertyTrak LLC, a Kansas limited liability company ("PropertyTrak"), Altivis, LLC, a Missouri limited liability company ("Altivis") and collectively with MSI and PropertyTrak, the "MSC Sub Sellers", and Multi Service Technology Solutions, Inc., a Florida corporation ("Buyer"), pursuant to the Asset Purchase Agreement dated as of December 14, 2012 (the "Asset Purchase Agreement") by and among World Fuel Services Corporation, a Florida corporation, Seller, the MSC Sub Sellers, Christopher Combest, Mark M. O'Connell, Molly E. Hundley, Michele L. Urness and Martha Salinas. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller and the MSC Sub Sellers hereby sell, transfer and assign to Buyer, its successors and assigns, all of Seller's and the MSC Sub Sellers' right, title and interest in and to all of the MSC Assets (except for those MSC Assets identified in clause (p) of Exhibit B to the Asset Purchase Agreement, which are being sold, transferred and

assigned to affiliates of Buyer pursuant to separate instruments of transfer being executed and delivered concurrently herewith), free and clear of all Liens. For the avoidance of doubt, Seller and the MSC Sub Sellers are not selling, transferring or assigning to Buyer any Retained Assets.

2. Buyer hereby assumes and undertakes to pay, perform and discharge, in accordance with the terms thereof, the Assumed Liabilities. For the avoidance of doubt, Buyer is assuming no Liabilities that do not constitute Assumed Liabilities, including any Liabilities relating to or arising out of the operation of the Business or the ownership of the MSC Assets prior to the date hereof.

3. The provisions of Section 6.09 of the Asset Purchase Agreement are incorporated herein by reference. To the extent that any provisions of this Bill of Sale and Assignment and Assumption Agreement are inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

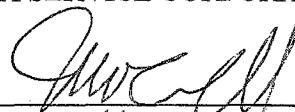
4. This Bill of Sale and Assignment and Assumption Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same instrument.

5. This Bill of Sale and Assignment and Assumption Agreement will be governed by and construed in accordance with the internal laws of the State of Kansas, without regard to the conflicts of law principles of such State.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed by their respective duly authorized officers as of the date first above written.

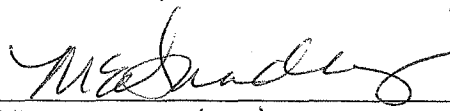
SELLER:

MULTI SERVICE CORPORATION

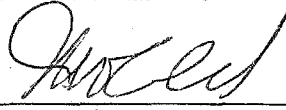
By: 
Name: MARIE M. O'CONNELL
Title: PRESIDENT

MSC SUB SELLERS:

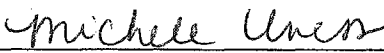
MULTI SERVICE, INC.

By: 
Name: ME HUNDLEY
Title: VICE PRESIDENT

PROPERTYTRAK LLC

By: 
Name: MARK M. O'CONNELL
Title: PRESIDENT

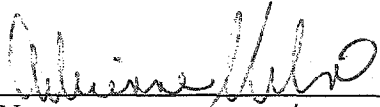
ALTIVIS LLC

By: 
Name: MICHELE L. URNESS
Title: SENIOR VICE PRESIDENT

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

BUYER:

MULTI SERVICE TECHNOLOGY
SOLUTIONS, INC.

By: 
Name: *Adrienne B. Urban*
Title: *Vice President, Treasurer*

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

ASSET PURCHASE AGREEMENT

by and among

WORLD FUEL SERVICES CORPORATION,

MULTI SERVICE CORPORATION,

MULTI SERVICE, INC.,

PROPERTYTRAK LLC,

ALTIVIS LLC,

CHRISTOPHER E. COMBEST,

MARK M. O'CONNELL,

MOLLY E. HUNDLEY,

MICHELE L. URNESS

and

MARTHA SALINAS

dated as of

December 14, 2012

EXHIBIT B

MSC ASSETS

All of MSC's and the MSC Sub Sellers' right, title and interest in and to all assets, properties and rights related to, used or held for use in or otherwise necessary to conduct the Business (whether tangible or intangible, real, personal or mixed, fixed, contingent or otherwise, and wherever located) (except for the Retained Assets as defined below), in each case free and clear of any Liens, other than Permitted Liens, including the following:

- (a) All Real Property Leases;
- (b) all accounts, notes and other receivables (whether current or not current), performance and surety bonds, letters of credit, mortgages or other similar instruments in favor of MSC and/or any MSC Sub Seller;
- (c) all inventories, including finished products, work-in-process, materials, parts, components, production stock, accessories and supplies (including all such inventories that are held by third parties);
- (d) all machinery, equipment, tooling, vehicles, furniture and fixtures, leasehold improvements, plant and office equipment, storage containers, test equipment, laboratory equipment and supplies, repair parts, repair stock, tools, computer hardware and software (including all enterprise information systems), engineering and design equipment, computer networking equipment and other tangible personal property, together with any rights, claims and interests arising out of maintenance or service contracts relating thereto or the breach of any express or implied warranty by the manufacturers or sellers of any such assets or any component part thereof;
- (e) subject to Section 7.09, all Business Contracts (including the DLA Contract), including all rights to receive payment for products sold or services rendered, and to receive goods and services, pursuant to Business Contracts and to assert claims and to take other actions in respect of breaches, defaults and other violations thereunder (whether or not arising or asserted before, on or after the Closing Date);
- (f) all credits, advances, prepaid expenses, deposits and retentions held by third parties, including those held by third parties under Business Contracts;
- (g) all (i) cash, cash equivalents and certificates of deposit relating to customer deposits and (ii) cash in the amount of outstanding checks as of the close of business on the Closing Date drawn on bank accounts constituting Business Assets;

- (h) all lock boxes;
- (i) all insurance policies and the benefits of coverage provided by insurance policies in respect of matters occurring on or prior to the Closing Date;
- (j) all financial, accounting, operating, design, manufacturing, test and other data and records (in each case, in whatever form or medium, including electronic media), including all books, records, notes, shipping records, sale and purchase correspondence and files, Tax Returns, sales and sales promotional material and data, advertising materials, credit information, cost and pricing information, customer and supplier information (including customer and supplier lists), business plans, reference catalogs, payroll and personnel records and procedures, blue-prints, research and development files, data and laboratory books, sales order files, litigation files and other similar property, rights and information;
- (k) the corporate names "Multi Service" and "MS" and any other names used in connection with the Business;
- (l) all Intellectual Property Rights;
- (m) all telephone numbers used in connection with the Business;
- (n) all rights in and to products sold or leased by the Business and products of the Business currently in development;
- (o) all causes of action, choses in action, lawsuits, judgments, claims, rights under express or implied warranties, guarantees, indemnities and similar rights in favor of MSC and/or any MSC Sub Seller, rights of recovery, rights of set-off, rights of subrogation and all other rights and demands of any nature available to or being pursued by MSC and/or any MSC Sub Seller;
- (p) all equity ownership interest in the Acquired MSC Entities;
- (q) all bank, investment or similar accounts and currency and service agreements;
- (r) all goodwill and going concern value of the Business;
- (s) all other assets, properties and rights (other than Retained Assets); and
- (t) all proceeds and rights, including rights to refunds, with respect to each of the items described above.

The term "MSC Assets" will also include (i) all additions and replacements to any of the items described above from the date of the Agreement through the Closing Date, and will exclude, to

the extent permitted by the Agreement, all deletions, sales or other disposals of any of the foregoing from the date of the Agreement through the Closing Date, (ii) all shares and other equity interests held by MSC or any MSC Sub Seller in Clickshare Service Corporation, BlueTarp, Inc. and, subject to Section 7.09, AirMass, LLC, (iii) all interests of MSC or any MSC Sub Seller in and relating to the subject matter of the Letter of Intent, dated December 23, 2010, among Seller, Prime Income Asset Management, Inc. and Resurgence Inc. and the the Revised Memorandum of Understanding, dated December 23, 2010, between Seller and Prime Income Asset Management, Inc., and (iv) all assets set forth on any MSC Entity's fixed asset ledger or other accounting records.

"Retained Assets" means all of the following, collectively:

(a) all cash, cash equivalents and certificates of deposit held by the Company or any MSC Sub Seller at the Closing, in excess of (i) customer deposits and (ii) outstanding checks as of the close of business on the Closing Date in bank accounts constituting Business Assets;

(b) all receivables related to the DLA Contract that exist as of the close of business on the Closing Date;

(c) all intercompany and related party agreements other than those set forth on the Disclosure Schedule under the captions referencing Sections 3.09(a) and 3.13(a)(xxi);

(d) all Business Contracts to the extent relating to any indebtedness for borrowed money owed by Seller or any MSC Sub Seller or any guarantee thereof or security therefor;

(e) the 2005 U.S. Bank Agreement;

(f) that certain Asset Purchase Agreement dated as of May 3, 2011, by and among U.S. Bank National Association, Elavon Financial Services Limited, USB Netherlands BV and Seller;

(g) all equity ownership interests in the MSC Sub Sellers, MS Properties, Inc., Multi Service Limited, Metropolis, Inc. and Macromusic, Inc.;

(h) all stock books, stock ledgers, minute books and corporate seals of MSC, the MSC Sub Sellers, MS Properties, Inc., Multi Service Limited, Metropolis, Inc. and Macromusic, Inc.;

(i) all assets, plans, programs and arrangements provided to be retained by Seller or any MSC Sub Seller pursuant to this Agreement, including Section 7.01; and

(j) any other assets designated as Retained Assets in the Retained Assets Letter delivered pursuant to Section 7.09.

Schedule 3.14(e) Trademarks

MULTI SERVICE TRADEMARK APPS AND REGISTRATIONS

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
AIRPOS	EU	42	4121349	4121349	Registered
AIRPOS	US	42	85/464364	-	Allowed.
ALTIVIS	Australia	9, 35, 36, 39, 41, 42	990037	1283515	Int'l Reg'n - Registered
ALTIVIS	China	9, 35, 36, 39, 41, 42	990037	990037	Int'l Reg'n - Refusal
ALTIVIS	EU	9, 35, 36, 39, 41, 42	6543334	6543334	Registered
ALTIVIS	Japan		990037		Int'l Reg'n - Refusal
ALTIVIS	Mexico	9			Unpublished app'n - pending
ALTIVIS	Mexico	35	968280	1114234	Registered
ALTIVIS	Mexico	36	968282	1110117	Registered
ALTIVIS	Mexico	39	968284	1085850	Registered
ALTIVIS	Mexico	41	968285	1110118	Registered
ALTIVIS	Mexico	42	968287	1070072	Registered
ALTIVIS	Norway	9, 35, 36, 39, 41, 42	990037	990037	Int'l Reg'n - Registered
ALTIVIS	Singapore	9, 39, 41, 42	990037	T0901219G	Int'l Reg'n - Registered in 9, 39, 41, 42; refusal in Classes 35 and 36
ALTIVIS	Turkey	9, 35, 36, 39, 41, 42	990037	990037	Int'l Reg'n - Registered

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
ALTIVIS	Ukraine	9, 35, 36, 39, 41, 42	990037	990037	Int'l Reg'n - Registered
ALTIVIS	UAE	9	123921	132899	[Electronic reg'n data unavailable]
ALTIVIS	UAE	35	123922	132900	[Electronic reg'n data unavailable]
ALTIVIS	UAE	39	123924	132901	[Electronic reg'n data unavailable]
ALTIVIS	UAE	41	123925	132902	[Electronic reg'n data unavailable]
ALTIVIS	UAE	42	123926	132903	[Electronic reg'n data unavailable]
ALTIVIS	US	35, 36, 41, 42	77/379,814	3,861,281	Registered
ALTIVIS	WIPO	4, 9, 35, 36, 39, 41, 42		990037	Registered
EVIVA	US	9, 42	77/192,816	3,550,961	Registered
INNOVATION WHERE IT MATTERS	EU	35, 36	10406478		Application withdrawn.
INNOVATION WHERE IT MATTERS	US	35, 36	85/280,181	4,048,718	Registered
INSTA MONEY (Stylized)	US	36	73/414971	1,303,076	Registered
MS MULTI SERVICE (Word mark)	Brazil	36		817763694	Registered
MS MULTI SERVICE (Device mark)	Argentina	36		1532270; new reg'n no. 2009779	Registered
MS MULTI SERVICE	Austria	36		152776	Registered

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
(Device mark)					
MS MULTI SERVICE (Device mark)	Chile	36		435072; ; new reg'n no. 712589	Registered
MS MULTI SERVICE (Device mark)	Colombia	36		164161	Registered
MS MULTI SERVICE (Device mark)	Czech Republic	36		197074	Registered
MS MULTI SERVICE (Device mark)	Denmark	36		2909/1994	Registered
MS MULTI SERVICE (Device mark)	Ecuador	36	43514	0215-95	Registered
MS MULTI SERVICE (Device mark)	El Salvador	36	191	[224]	App'n dated 1994. [Electronic reg'n data unavailable]
MS MULTI SERVICE (Device mark)	Finland	36		140039	Registered
MS MULTI SERVICE (Device mark)	France	36		94506265	Registered
MS MULTI SERVICE (Device mark)	Germany	36		2095149	Registered
MS MULTI SERVICE (Device mark)	Greece	36	118766	[118766]	App'n dated 1994. [Electronic reg'n data unavailable]
MS MULTI SERVICE (Device mark)	Hungary	36		142889	Registered
MS MULTI SERVICE (Device mark)	Iceland	36		664/1994	Registered

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
MS MULTI SERVICE (Device mark)	Ireland	36		203330	Registered
MS MULTI SERVICE (Device mark)	Norway	36		169336	Registered
MS MULTI SERVICE (Device mark)	Portugal	36		298244	Registered
MS MULTI SERVICE (Device mark)	Romania	36		21828	Registered
MS MULTI SERVICE (Device mark)	Spain	36		1803026	Registered
MS MULTI SERVICE (Device mark)	Switzerlan d	36		420647	Registered
MS MULTI SERVICE (Device mark)	United Kingdom	36		1559514	Registered
MS MULTI SERVICE (Device mark)	Uruguay			[267020]	[Electronic reg'n data unavailable]
MS MULTI SERVICE (Device mark)	Venezuela		3690/94		Pending
MS MULTI SERVICE (Device mark) (In Greek)	Cyprus	36		B40134	Registered
MS MULTI SERVICE (Word Mark)	Costa Rica	36		88081	App'n dated 1994. [Electronic reg'n data unavailable]
MS MULTI SERVICE (Word Mark)	Guatemala		2688		Pending

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
MS MULTI SERVICE (Word Mark)	Honduras		94001540	1947	App'n dated 1994. [Electronic reg'n data unavailable]
MS MULTI SERVICE (Word Mark)	Mexico	36	185792	453726	Registered
MS MULTI SERVICE (Words & Device)	Italy	36		736145	Registered
MSIPOS	EU	42	4121364	4121364	Registered
MSIPOS	US	42		3,110,208	Registered. Final (non-extensible) deadline for Sec 8/15 Declaration is 12/27/12.
MULTI SERVICE	Benelux	36	759067	493683	
MULTI SERVICE (Word Mark)	Canada	36		TMA411168	Registered
MULTI SERVICE (Word Mark)	Panama			[69832]	[Electronic reg'n data unavailable]
MULTI SERVICE (Word Mark)	US	36		1367045	Registered
MULTI SERVICE LIMITED (Word Mark)	Italy	35, 37, 42, 43		714637	Registered
OPEN ROAD DRIVERS PLAN	US	36	74/018,545	1,654,663	Registered
OPEN ROAD DRIVERS PLAN & Design	US	36		1,740,660	Registered

MARK	JURIS'N	CLASS	APP'N NO.	REG'N NO.	STATUS
POWERFUL CARD	US	36		1,821,644	Registered
POWERFUL PLAN	US	36		1,807,938	Registered
SCOMS	US	36	77/200,052	3,473,384	Registered
SEAPOS	EU	42	4121381	4121381	Registered
SEAPOS	US	42	78/420,038	3,577,836	Registered
SERVICE GATE	US	35	77/519,965	3,671,758	Registered
THE AVIATION EXPERTS	EU	36	4764478	4764478	Registered
WHATEVER YOU FLY. WHEREVER YOU GO. THE ONLY CARD YOU NEED.	US	36	78/636,397	3,225,829	Registered

MULTI SERVICE COMMON LAW TRADEMARKS

MARK	TERRITORY	STATUS / USE
UNIQUE CUSTOMERS. UNIQUE SOLUTIONS.	US	Common law mark (on MSC website)
PAY WITH THE POWERFUL CARD	EU	Common law mark
BILL SMARTER. SELL MORE.	US	Common law mark
LEVEL THE PLAYING FIELD FOR SMALL CARRIERS	US	Common law mark
HELPING CARRIERS SINCE 1978	US	Common law mark
CASH PRICE FUEL CARD	US	Common law mark
PROTECT YOUR LIVELIHOOD	US	Common law mark
PROTECT YOUR CDL	US	Common law mark

RUN WITH THE POWERFUL PLAN	US	Common law mark
NOT SOLD AT TRUCK STOPS	US	Common law mark
EAT, SLEEP, WORLD DOMINATION	US	Common law mark
ANY-G	EU	Common law mark