

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNP Media II, LLC		10/28/2014	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southern Motor Carriers Association		
<b>Doing Business As:</b>	SMC <sup>3</sup>		
<b>Street Address:</b>	500 Westpark Drive		
<b>City:</b>	Peachtree City		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30269		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4418546	THE ALLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2482030763		
<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>			
<b>Phone:</b>	248-203-0537		
<b>Email:</b>	ipmail@dykema.com		
<b>Correspondent Name:</b>	John P. Guenther		
<b>Address Line 1:</b>	39577 Woodward Avenue		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	65043-262		
<b>NAME OF SUBMITTER:</b>	John P. Guenther		
<b>SIGNATURE:</b>	/John P. Guenther/		
<b>DATE SIGNED:</b>	10/31/2014		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 28, 2014, is made by BNP Media II, LLC ("BNP"), a Michigan Limited Liability Company, located at 2401 W. Big Beaver Road, Troy Michigan 48084, in favor of Southern Motor Carriers Association, d/b/a SMC<sup>3</sup> ("SMC<sup>3</sup>"), a Georgia Corporation, located at 500 Westpark Drive, Peachtree City, Georgia 30269.

WHEREAS, based on a prior agreement between BNP and SMC<sup>3</sup>, and for other good and valuable consideration, including furthering the relationship between the parties, BNP wishes to convey, transfer and assign to SMC<sup>3</sup>, BNP's rights in the Assigned Trademark, as further specified herein.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNP conveys, transfers and assigns to SMC<sup>3</sup>, and SMC<sup>3</sup> hereby accepts, all of BNP's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) U.S. Trademark Registration No. 4,418,546 for the mark **THE ALLIANCE**, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of BNP, including common law rights, accruing under the mark **THE ALLIANCE** and the foregoing registration thereof provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. BNP hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office (USPTO) to record and register this Trademark Assignment upon request by SMC<sup>3</sup>. Following the date hereof, upon reasonable request of SMC<sup>3</sup>, and at the sole cost and expense of SMC<sup>3</sup>, BNP shall

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take such reasonable steps and actions as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to SMC<sup>3</sup>, or any assignee or successor thereto.

3. Disclaimers. BNP makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or BNP's or SMC<sup>3</sup>'s ability to use, register or enforce the Assigned Trademark.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

IN WITNESS WHEREOF, BNP has duly executed and delivered this Trademark Assignment as of the date first written above.

BNP Media II, LLC ("BNP")

By: *Rita Ezzina*

Name: Rita Ezzina

Title: Corporate Strategy Director

AGREED TO AND ACCEPTED:

Southern Motor Carriers  
Association, d/b/a SMC<sup>3</sup> ("SMC<sup>3</sup>")

By: *Danny Slaton*

Name: DANNY SLATON

Title: EVP

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