# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM322262

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	2			

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DKI Ventures, LLC		11/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	DKI Services, LLC			
Street Address:	25 Northwest Point Blvd. Suite 1000			
City:	Elk Grove Village			
State/Country:	ILLINOIS			
Postal Code:	60007			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			

#### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark			
Registration Number:	3422039	TRUST THE TRIANGLE			
Registration Number:	3484953	WIND FIRE WATER			
Registration Number:	3422713	DKI			
Registration Number:	3530468	WIND FIRE WATER DKI			
Registration Number:	3530584	INSIGHTS			
Registration Number:	3794136	DIAMOND			
Registration Number:	3788180	DIAMOND SOLITAIRE			
Registration Number:	3735072	PROCURA			
Registration Number:	3622735	RESTORATION LEADERSHIP INSTITUTE			
Registration Number:	3622733	DKI CAT			
Registration Number:	3622736	INTEGRESOURCE			
Registration Number:	4322925	WIND FIRE WATER DISASTER KLEENUP INTERNA			
Registration Number:	4327432	DIAMOND PROPERTY LOSS SOLUTIONS			
Registration Number:	3809999	CODE RED			

#### CORRESPONDENCE DATA

**Fax Number:** 8015366111

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.
TRADEMARK

900306289 REEL: 005394 FRAME: 0780

**Phone:** 8015321234

**Email:** trademarks@parsonsbehle.com

Correspondent Name: Margaret Niver McGann

Address Line 1: 201 South Main Street, Suite 1800

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: Margaret Niver McGann

SIGNATURE: /Margaret Niver McGann/

**DATE SIGNED:** 11/05/2014

**Total Attachments: 5** 

source=DKI Ventures to DKI Services Assignmet (Executed)#page1.tif

source=DKI Ventures to DKI Services Assignmet (Executed)#page2.tif

source=DKI Ventures to DKI Services Assignmet (Executed)#page3.tif

source=DKI Ventures to DKI Services Assignmet (Executed)#page4.tif

source=DKI Ventures to DKI Services Assignmet (Executed)#page5.tif

TRADEMARK REEL: 005394 FRAME: 0781

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made by DKI Ventures, LLC ("DKI Ventures"), a Delaware Limited Liability Company, in favor of DKI Services, LLC. ("DKI Services"), a Limited Liability Company.

WHEREAS, pursuant to that certain Contribution Agreement and effective January 1, 2013, DKI Ventures has conveyed, transferred and assigned to DKI Services, among other assets, certain intellectual property of DKI Ventures, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, DKI VENTURES agrees as follows:

### 1. Assignment.

- (a) In consideration for valuable consideration, the receipt and sufficiency are hereby acknowledged, DKI Ventures hereby irrevocably conveys, transfers and assigns to DKI Services all of DKI Venture's right, title and interest in the "Assigned Trademarks" together with the goodwill of the business connected with the use of, and symbolized by the Assigned Trademarks listed in Schedule I (DKI Venture's Marks), and including any and all claims for past infringement thereof, including all rights in any opposition or cancellation proceeding, such assignment being irrevocable and without reservation of any kind.
- (b) DKI Ventures hereby assigns and transfers to DKI Services all right, title, and interest in and to any and all trademarks, service marks, logos, materials, royalties, rents, and any and all other benefits, owned, in whole or in part, by DKI Ventures, including all registrations and applications for registration thereof, as well as any common law rights, together with the goodwill of the business symbolized thereby, and including any and all claims for past infringement thereof, including all rights in any opposition or cancellation proceeding, such assignment being irrevocable and without reservation of any kind.
- (c) <u>Recordation and Further Actions</u>. DKI Ventures authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by DKI Services. DKI Ventures shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to DKI Services, or any assignee or successor thereto.
- 2. <u>Terms of the Contribution Agreement</u>. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall

TRADEMARK
REEL: 005394 FRAME: 0782

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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

- 3. <u>Counterparts</u>. 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.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, DKI Ventures has duly executed and delivered this Trademark Assignment as of this <u>5</u> day of November, 2014.

Name: Charles Ebersole

Title: Manager, DKI Ventures, LLC,

AGREED TO AND ACCEPTED:

Name: Charles Ebersole

Title: Manger, DKI Ventures, LLC, Manager of DKI Services, LLC.

Schedule 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TRUST THE TRIANGLE WIND FIRE	US US	77/255,120	8/14/2007			
TRIANGLE		77/255,120	8/14/2007	***********		1
	US		) Ora HAGOV	5/6/2008	3,422,039	REGISTERED
WIND FIRE	US					
i :		78/823,552	2/26/2006	8/12/2008	3,484,953	REGISTERED
WATER						
**************************************	US	77/287,420	9/24/2007	5/6/2008	3,422,713	REGISTERED
1	US	77/430,744	3/25/2008	11/11/2008	3,530,468	REGISTERED
WATER DKI		***************************************		~~~~~		
	US	77/439,297	4/3/2008	11/11/2008	3,530,584	REGISTERED
	US	77/604,244	10/30/2008	5/25/2010	3,794,136	REGISTERED
1 1	US	77/604,260	10/30/2008	5/11/2010	3,788,180	REGISTERED
SOLITAIRE			***********************			
	US	77/604,216	10/30/2008	1/5/2010	3,735,072	REGISTERED
• 1	US	77/590,366	10/10/2008	5/19/2009	3,622,735	REGISTERED
LEADERSHIP						
INSTITUTE						
	US	77/590,348	10/10/2008	5/19/2009	3,622,733	REGISTERED
	US	77/590,382	10/10/2008	5/19/2009	3,622,736	REGISTERED
1	US	85/509,827	1/5/2012	4/23/2013	4,322,925	REGISTERED
WATER			2			
DISASTER						
KLEENUP				1		
INTERNATIONAL						
1	US	85/693,549	8/2/2012	4/30/2013	4,327,432	REGISTERED
PROPERTY LOSS						
SOLUTIONS						
	US	77/857,453	10/26/2009	6/29/2010	3,809,999	REGISTERED
į	IE	2010/01039	6/17/2011	6/17/2011	245622	REGISTERED
TRIANGLE		~~~				
1 1	IE	N/A	6/17/2011	6/17/2011	245616	REGISTERED
(DESIGN)						
!	Œ	2011/01035	6/17/2011	6/17/2011	245615	REGISTERED
KLEENUP						
WIND FIRE (	CA	1667234	3/10/2014			PENDING
WATER DKI			and the state of t			
					***	na de la composição de

.73

TRADEMARK REEL: 005394 FRAME: 0785

WIND FIRE	CA	1667239	3/10/2014		-	PENDING
WATER DKI						
TRUST THE	CA			1/18/2011	787714	REGISTERED
TRIANGLE						
INTEGRESOURCE	CA			11/25/2008	729420	REGISTERED
WIND FIRE	CA	744366	12/30/1993	9/22/1995	448023	REGISTERED
WATER &						
DESIGN						

**RECORDED: 11/05/2014**