

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominium Benefits, LLC		11/06/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Integro USA Inc.		
Street Address:	1 State Street Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4260268	DOMINIUM	
Registration Number:	4260269	D	
CORRESPONDENCE DATA			
Fax Number:	2028628958		
<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:	202-862-8944		
Email:	tm@cahill.com		
Correspondent Name:	KATHY SILBERTHAU STROM ESQ		
Address Line 1:	1990 K ST NW STE 950		
Address Line 4:	WASHINGTON, D.C. 20006		
NAME OF SUBMITTER:	Kathy Silberthau Strom		
SIGNATURE:	/Kathy Silberthau Strom/		
DATE SIGNED:	11/07/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), dated as of November 6, 2014, is made by Dominion Benefits, L.L.C., a Georgia limited liability company (“Assignor”), having an address at 3500 Lenox Road, Suite 1600, Atlanta, Georgia 30326, in favor of Integro USA Inc., a Delaware corporation (“Assignee”), having an address at 1 State Street Plaza, 9th Floor, New York, New York 10004.

WHEREAS, Assignee and Assignor have executed that certain Stock and Asset Purchase Agreement dated as of November 6, 2014 (as amended, the “Purchase Agreement”), whereby, among other things, Assignor has conveyed, transferred and assigned to Assignee and Assignee purchased from Assignor, among other assets, certain intellectual property of Assignor, and Assignor 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, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto, any licenses for the exploitation thereof and all issuances, extensions and renewals thereof;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(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, to settle claims and causes of actions and to collect, or otherwise recover, any such damages;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. **Recordation and Further Actions.** Assignor irrevocably authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee or any of its representatives. Assignor shall take such steps and actions following the date hereof, including, without limitation, the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** 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.

4. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Trademark Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures. At the request of either party, the other party shall confirm such facsimile or other transmissions by executing duplicate original documents and delivering the same to the requesting party.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment and Transfer of Trademarks to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

DOMINIUM BENEFITS, L.L.C.

By: 

Name:

Title: *CEO*

ASSIGNEE:

INTEGRO USA INC.


By: 

Name: *William Santisi*

Title: *GC*

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application Serial No.	Filing Date	Registration No.	Registration Date
DOMINIUM	U.S.	85-465,591	11/6/2011	4,260,268	12/18/2012
	U.S.	85-465,592	11/6/2011	4,260,269	12/18/2012