

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David C. Perdue		12/31/2014	INDIVIDUAL:
Sharon Gardner		12/31/2014	INDIVIDUAL:
Jason Fisher		12/31/2014	INDIVIDUAL:
Richard Janis		12/31/2014	INDIVIDUAL:
Deborah Putnam		12/31/2014	INDIVIDUAL:
Cynthia Wallace		12/31/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Asentinel, LLC		
Street Address:	1715 Aaron Brenner Drive		
Internal Address:	Suite 417		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3286190	ASENTINEL	
CORRESPONDENCE DATA			
Fax Number:	8008611894		
<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>			
Email:	frankenb@pepperlaw.com		
Correspondent Name:	Beth Frankenfield, Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	133960.00040		
NAME OF SUBMITTER:	David J. Shaw		
SIGNATURE:	/David J. Shaw/		

OP \$40.00 3286190

DATE SIGNED:	01/06/2015
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Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2014 (“**Effective Date**”) between **David C. Perdue**, a member of Asentinel, LLC (the “**Assignor**”) and **Asentinel, LLC**, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark “**ASENTINEL**” (hereinafter, the “Trademark”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Assignment. Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. Cooperation. Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Assignment as necessary to perfect title in Assignee.
4. Binding Effect. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

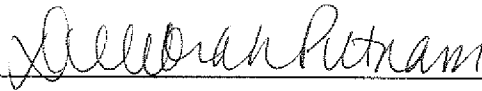
hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

David C. Perdue

ASENTINEL, LLC

By: 

By: 

Name: David C. Perdue

Name: Deborah Putnam

Title: _____

Title: Secretary

[Perdue Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2014 (“**Effective Date**”) between **Sharon Gardner**, a member of Asentinel, LLC (the “**Assignor**”) and **Asentinel, LLC**, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark “**ASENTINEL**” (hereinafter, the “**Trademark**”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. **Title.** Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. **Cooperation.** Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Assignment as necessary to perfect title in Assignee.
4. **Binding Effect.** The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. **Entire Agreement.** This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

Sharon Gardner

ASENTINEL, LLC

By: Sharon Gardner By: Deborah Putnam

Name: Sharon Gardner Name: Deborah Putnam

Title: member Title: Secretary

[Gardner Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2014 (“**Effective Date**”) between **Jason Fisher**, a member of Asentinel, LLC (the “**Assignor**”) and **Asentinel, LLC**, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark “**ASENTINEL**” (hereinafter, the “Trademark”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

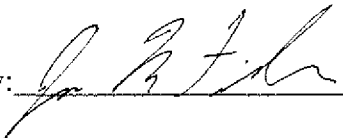
1. Assignment. Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. Cooperation. Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Assignment as necessary to perfect title in Assignee.
4. Binding Effect. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

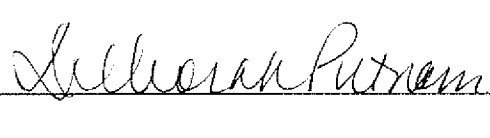
hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

Jason Fisher

ASENTINEL, LLC

By: 

By: 

Name: Jason Fisher

Name: Deborah Putnam

Title: Member

Title: Secretary

[Fisher Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of December 31, 2014 ("Effective Date") between Richard Janis, a member of Asentinel, LLC (the "Assignor") and Asentinel, LLC, a Delaware limited liability company (the "Assignee"). As used herein, "Parties" refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark "ASENTINEL" (hereinafter, the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. Cooperation. Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.
4. Binding Effect. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

Richard Janis

ASENTINEL, LLC

By: Richard Janis

By: Deborah Putnam

Name: Richard Janis

Name: Deborah Putnam

Title: SR. VICE PRESIDENT

Title: Secretary

[Janis Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2014 (“**Effective Date**”) between **Deborah Putnam**, a member of Asentinel, LLC (the “**Assignor**”) and **Asentinel, LLC**, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark “**ASENTINEL**” (hereinafter, the “Trademark”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. Cooperation. Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Assignment as necessary to perfect title in Assignee.
4. Binding Effect. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

Deborah Putnam

ASENTINEL, LLC

By: *Deborah Putnam* By: *Deborah Putnam*

Name: Deborah Putnam Name: Deborah Putnam

Title: Member Title: Secretary

[Putnam Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2014 (“**Effective Date**”) between **Cynthia Wallace**, a member of Asentinel, LLC (the “**Assignor**”) and **Asentinel, LLC**, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor is a co-owner of the United States Trademark Registration No. 3,286,190 for the trademark “**ASENTINEL**” (hereinafter, the “**Trademark**”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. **Title.** Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. **Cooperation.** Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Assignment as necessary to perfect title in Assignee.
4. **Binding Effect.** The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.
5. **Entire Agreement.** This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties

hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

Cynthia Wallace

ASENTINEL, LLC

By: Cynthia Wallace

By: Deborah Putnam

Name: Cynthia Wallace

Name: Deborah Putnam

Title: _____

Title: Secretary

[Wallace Signature Page to Trademark Assignment]