

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332961

<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>
ITL Corp.		02/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ITL, LLC f/k/a/ Ducks Acquisition, LLC		
<b>Street Address:</b>	820 A St.		
<b>Internal Address:</b>	#500		
<b>City:</b>	Tacoma		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	94802		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2465544	ITL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>	312 368-4000		
<b>Email:</b>	ch.tm@dlapiper.com, michelle.foy@dlapiper.com, jennifer.lacroix@dlapiper.com		
<b>Correspondent Name:</b>	Jennifer E. Lacroix, DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	389700-000003		
<b>NAME OF SUBMITTER:</b>	Jennifer E. Lacroix		
<b>SIGNATURE:</b>	/Jennifer E. Lacroix/		
<b>DATE SIGNED:</b>	02/23/2015		
<b>Total Attachments: 6</b>			
source=ITL IP Assignment and Domain Name Transfer Agreement#page1.tif			
source=ITL IP Assignment and Domain Name Transfer Agreement#page2.tif			
source=ITL IP Assignment and Domain Name Transfer Agreement#page3.tif			

CH \$40.00 2465544

source=ITL IP Assignment and Domain Name Transfer Agreement#page4.tif

source=ITL IP Assignment and Domain Name Transfer Agreement#page5.tif

source=ITL IP Assignment and Domain Name Transfer Agreement#page6.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AND  
DOMAIN NAME TRANSFER AGREEMENT**

This Intellectual Property Assignment and Domain Name Transfer Agreement (this “**Agreement**”), made and entered into as of February 20, 2015 (the “**Effective Date**”), by and between ITL CORP., A DELAWARE CORPORATION having a principal place of business at 27558 Rhone Dr., Palm Beach Gardens, FL 33410 (“**Assignor**”), and ITL, LLC, f/k/a DUCKS ACQUISITION, LLC A DELAWARE LIMITED LIABILITY COMPANY having a principal place of business at 820 A St # 500, Tacoma, WA 98402 (“**Assignee**”). Each of Assignee and Assignor may be referred to herein as a “**Party**” and together as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, in connection with the consummation of the transactions contemplated by that certain Acquisition Agreement, dated as of January 12, 2015, by and between Ducks Acquisition, LLC, a Delaware limited liability company and, ITL CORP., a Delaware corporation (the “**Acquisition Agreement**”), Assignor has agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignor’s right, title and interest in, to and under the intellectual property listed on **Schedule A** attached hereto (collectively, the “**Intellectual Property Assets**”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

(a) Assignor does hereby sell, contribute, assign, and transfer subject to the terms of the Acquisition Agreement to Assignee any and all of Assignor’s worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

(b) Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to Assignee.

2. **Further Assurances.**

(a) Assignor shall, and shall cause its Affiliates and Persons under its control to, execute such other or additional instruments of transfer or conveyance and undertake at Assignee's sole cost and expense such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignor agrees to, and shall cause its Affiliates and Persons under its control to, take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to, and shall cause its Affiliates and Persons under its control to retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

*signature page follows*

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

ITL CORP., a Delaware corporation (ASSIGNOR)

By: Michael D. Dvorski  
Name: Michael Dvorski  
Title: Chief Executive Officer

ITL, LLC, a Delaware limited liability company  
(ASSIGEE)

By: \_\_\_\_\_  
Name: Jeff Steed  
Title: President

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

ITL CORP., a Delaware corporation (ASSIGNOR)


By: \_\_\_\_\_  
Name:  
Title:

ITL, LLC, a Delaware limited liability company  
(ASSIGEE)

By:  \_\_\_\_\_  
Name: Jeff Steed  
Title: President

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class(es)</b>
 (Word Mark: ITL)	76/040269	May 3, 2000	2,465,544	July 3, 2001	19 (Hardwood Lumber and Logs)

**Domain Names**

Domain Name
Americanhardwoodlumber.com
Born2saw.com
Born2saw.net
Borntosaw.com
Itlcorp.com
Itlcorp.net
Itlfsc.com
Itlfsc.info
Ittlumber.com
Ittlumberapp.com
Itlmail.com0
Itlnorth.com
Itlpax.com
Itlsouth.com
Mohicanindoorstorage.com
Mohicanstoragae.com

Mouldingandplywood.com
Plywoodandmoulding.com