

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Servco, LLC		06/01/2015	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	AM Service Concepts, Inc.		
Street Address:	2301 Charleston Regional Parkway		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2794741	SERVICE CONCEPTS	
Registration Number:	2786415	SERVICE CONCEPTS THE POWER OF COOPERATIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21240-001		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	06/02/2015		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made this 1 day of June, 2015, by and between Servco, LLC, an Indiana limited liability company (“**Assignor**”), and AM Service Concepts, Inc., a Delaware corporation (“**Assignee**”).

WITNESSETH :

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, (as amended from time to time, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications listed on Schedule A hereto (the “**Assigned Trademarks**”); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
2. Acknowledgment. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title and interest in and to the Assigned Trademarks.
3. Purchase Agreement. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either of the Assignors or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. 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. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

4. Further Assurances. Assignor shall take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Assignment. Subject to the foregoing sentence, from time to time after the date hereof, Assignor shall (a) execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks and (b) provide documents and information useful or necessary for Assignee to prosecute or maintain any issuance, registration or application for issuance or registration of the Assigned Trademarks, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Assigned Trademarks.
5. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity other than the parties hereto and their respective successors and assigns (including, without limitation, any Affiliates of the Assignee to which the Assigned Trademarks are transferred after the effectiveness of this Assignment) any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.
6. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Indiana (without giving effect to the principles of conflicts of law thereof), except to the extent that the laws of such state are superseded by Title 11 of the United States Code, 11 U.S.C. §§101, et seq. or other applicable federal law.
8. WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

10. Terms. Unless otherwise defined herein, terms used in this Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement.

[Signature Pages Follow]

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

Servco, LLC

By: Michael W. Spinks
Michael W. Spinks
President, Board of Managers

AM Service Concepts, Inc.

By: _____
Todd Recknagel
Chief Executive Officer

[Signature Page to Trademark Assignment – USPTO]

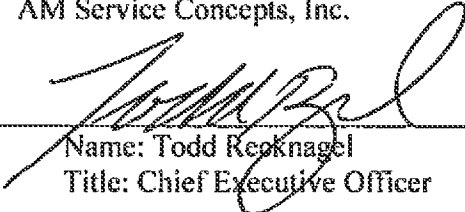
TRADEMARK
REEL: 005539 FRAME: 0074

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

Servco, LLC

By: _____
Name:
Title:

AM Service Concepts, Inc.

By:  _____
Name: Todd Recknagel
Title: Chief Executive Officer

ASSIGNED TRADEMARKS

REGISTERED TRADEMARKS

Trademark	Jurisdiction	Appl. #	Appl. Date	Reg. #	Reg. Date
SERVICE CONCEPTS	US Federal	78163989	13-SEP-2002	2794741	16-DEC-2003
SERVICE CONCEPTS THE POWER OF COOPERATION	US Federal	78163995	13-SEP-2002	2786415	25-NOV-2003

2. TRADEMARK APPLICATIONS

None.