

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meritas, LLC		06/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Viking Holding Company, LLC		
Street Address:	630 Dundee Road		
Internal Address:	Suite 400		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3160682	MERITAS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053688-0012		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/25/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made this 25th day of June 2015, by Meritas, LLC (“**Assignor**”), a Delaware limited liability company having a principal place of business at 630 Dundee Road, Suite 400, Northbrook, Illinois 60062, to Viking Holding Company, LLC (“**Assignee**”), a Delaware limited liability company having a principal place of business at 630 Dundee Road, Suite 400, Northbrook, Illinois 60062.

WHEREAS, Assignor, Assignee and certain other parties have entered into that certain Transaction Agreement, dated as of April 24, 2015 (as amended, modified, restated and/or supplemented from time to time, the “Transaction Agreement”), pursuant to which Assignor and Assignee have agreed to effect a reorganization whereby Assignee shall become the successor of the business of Assignor to which the Trademarks pertain;

WHEREAS, Assignor has adopted and used in its business the trademarks and/or service marks identified in Schedule A hereto, together with the registrations and applications for the registration therefor set forth in Schedule A (collectively, the “**Trademarks**”);

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by such Trademarks; and

WHEREAS, Assignee and Assignor are desirous of executing a document suitable for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest in and to the Trademarks, including, but not limited to, the registrations and registration applications therefor and the right to prosecute and recover monetary damages for past, present and future infringements and other violations of the Trademarks together with the goodwill of the business connected with the use of and symbolized by such Trademarks..

FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor’s rights in and to the Trademarks.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the date first written above.

Meritas, LLC, as ASSIGNOR

By: [Signature]
Name: Avi Epstein
Title: Vice President

STATE OF ILLINOIS

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ss.:

COUNTY OF COOK

)

On this 22nd day of June, 2015 before me personally appeared Avi Epstein, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Meritas, LLC in entering into such Trademark Assignment.

[Signature: Demetra G. Faden]

Notary Public:


My commission expires: 2-17-19



[Signature page to Trademark Assignment]

ACKNOWLEDGED BY:

Viking Holding Company, LLC, as ASSIGNEE

By: 
Name: M. Avi Epstein
Title: Vice President

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 005560 FRAME: 0500

SCHEDULE A

TRADEMARK REGISTRATIONS AND REGISTRATION APPLICATIONS

Mark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date
MERITAS	United States	78/585,407	03/11/2005	3,160,682	10/17/2006
MERITAS	Switzerland	62803/2008	10/15/2008	586227	05/06/2009
MERITAS	Bahrain	76911	06/24/2009		
MERITAS	Egypt	229223	03/24/2009	229223	11/21/2012
MERITAS	Saint Lucia	TM/2009/000193	07/15/2009	TM/2009/000193	02/15/2010
MERITAS	Monaco	28664	12/12/2008	0927122	01/12/2009
MERITAS	Saudi Arabia	136362	10/19/2008	1092/39	08/31/2009
MERITAS	Sierra Leone	18893	06/26/2009	18893	06/06/2012
MERITAS	Swaziland		03/10/2009	94/2009	03/10/2009
MERITAS	Mexico	545189	04/30/2002	748345	05/24/2002