

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347045

<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>
Atkins Engineers, Inc.		07/02/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atkins North America, Inc.		
<b>Street Address:</b>	4030 West Boy Scout Blvd.		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85639302	ATKINS ENGINEERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trianai@gtlaw.com		
<b>Correspondent Name:</b>	Steven J. Wadyka Jr.		
<b>Address Line 1:</b>	2101 L St NW Ste 1000		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	010836.013600		
<b>NAME OF SUBMITTER:</b>	Steven J. Wadyka Jr.		
<b>SIGNATURE:</b>	/Steven J. Wadyka Jr./		
<b>DATE SIGNED:</b>	07/07/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective this 2 day of July 2015 ("Effective Date"), is made by and between Atkins Engineers, Inc. ("AEI") and Leonard C. Atkins III ("Mr. Atkins") (together referred to herein as the "AEI Parties" or "Assignors"), on the one hand, and Atkins North America, Inc. ("ANA" or "Assignee"), on the other hand. ANA and the AEI Parties are collectively referred to herein as the "Parties."

WHEREAS, AEI is the owner of U.S. Trademark Application Serial No. 85/639,902 for the mark ATKINS ENGINEERS for "engineer services, namely, construction project management and building management; engineer services, namely, structural engineering and design; and litigation support related to construction claims for engineers," and Florida state trademark registration (Reg. No. T 12000000588) for the mark ATKINS ENGINEERS for "engineer services, structural engineering and design, project management, building inspections and litigation support related to construction claims," and the AEI Parties are the owners of common law rights in and to the ATKINS and ATKINS ENGINEERS marks for engineering and related services and the goodwill of the business symbolized thereby and associated therewith (all of the foregoing collectively referred to as the "Marks");

WHEREAS, ANA is desirous of acquiring the Marks upon the terms provided for in this Agreement; and,

WHEREAS, ANA, after the Assignment, will own the Marks and desires to license said Marks back to the AEI Parties upon the terms provided for in that certain Trademark License Agreement entered into and executed by the Parties as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration as set forth herein by and between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment.

The AEI Parties, for themselves and their predecessors in interest, if any, hereby irrevocably convey, transfer, assign, deliver, and contribute to ANA: (i) any and all of the AEI Parties' right, title and interest in and to the Marks and all goodwill of the business symbolized by the Marks and associated therewith; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Representations and Warranties

The AEI Parties represent and warrant that (a) as of the Effective Date of this Agreement, there are no claims, demands, suits or judgments against it that in any manner would or might impair or interfere with the AEI Parties' performance under this Agreement; (b) the Marks do not infringe on any intellectual property rights of any third party; (c) it owns the Marks and all rights, title and interest thereto and has not assigned or transferred the Marks to any third party; (d) there are no liens, judgments, levies, attachments, or other encumbrances upon or against any of the Marks and that the assignment to ANA of the Marks is made free and clear of any such encumbrances; and (e) all registrations for the Marks are valid and subsisting and in full force and effect. The AEI Parties will defend, indemnify and hold ANA harmless from any loss, cost and expense that ANA incurs as a result of a breach by the AEI Parties of any of its representations and warranties under this Section.

3. Miscellaneous.

(a) In furtherance of this Agreement, the AEI Parties acknowledge that, from this date forward, ANA has succeeded to any and all of the AEI Parties' right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that ANA, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as ANA, in its sole discretion, deems advisable.

(b) The AEI Parties hereby covenant and agree to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments as ANA may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in ANA's name the Marks.

(c) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Florida without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNORS:

ATKINS ENGINEERS, INC.

By: 

Name: L.C. Atkins

Title: President

ASSIGNEE:

ATKINS NORTH AMERICA, INC.

By: 

Name: C. Ernest Edger, IV

Title: General Counsel

LEONARD C. ATKINS III

By: 

Print Name: L.C. Atkins