

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotel SystemsPro, LLC		07/31/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Newmarket International, Inc.		
Street Address:	75 New Hampshire Avenue		
City:	Portsmouth		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3045856	HOTEL SALESPRO	
Registration Number:	3041486	HOTEL SALES & CATERINGPRO	
Registration Number:	3461583	HOTEL SERVICEPRO	
Registration Number:	4447763	HOTEL PROPOSALPRO	
Registration Number:	4563376	HOTEL WEBSITE	
CORRESPONDENCE DATA			
Fax Number:	5132414771		
<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:	(513) 352-6668		
Email:	dawn.schneider@thompsonhine.com		
Correspondent Name:	William R. Allen, Thompson Hine LLP		
Address Line 1:	312 Walnut Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	William R. Allen		
SIGNATURE:	/William R. Allen/		
DATE SIGNED:	08/18/2015		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment of Trademarks") is made as of July 31, 2015, by and between Hotel SystemsPro, LLC, a limited liability company organized under the laws of the State of Georgia ("Assignor"), and Newmarket International, Inc., a corporation organized under the laws of the State of Delaware ("Assignee"). Assignor and Assignee may be referred to herein as a "Party" and collectively, as the "Parties." Capitalized terms used in this Assignment of Trademarks that are not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into the Asset Purchase Agreement, dated as of July 31, 2015 (the "Purchase Agreement"), whereby Assignor has agreed to sell the Purchased Assets to Assignee; and

WHEREAS, included in the Purchased Assets are all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, related to the Business, including, without limitation, those specified on **Exhibit A** hereto (collectively, the "Assigned Trademarks");

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, and any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America and the empowered officials of all other Governmental Entities to issue and transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and to record and register this Assignment of Trademarks upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
2. Conflicts with Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms of this Assignment of Trademarks and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Nothing contained in this Assignment of Trademarks shall be deemed to modify, supersede or affect the rights of any Person under the Purchase Agreement.

3. Counterparts. This Assignment of Trademarks may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image.

4. Binding Effect; Benefit; Assignment. This Assignment of Trademarks shall inure to the benefit of and be binding upon the Parties. No other Person not party to this Assignment of Trademarks shall be entitled to the benefits of this Assignment of Trademarks. Neither this Assignment of Trademarks nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party; *provided*, that Assignee may assign its rights, interests and obligations hereunder (a) to any direct or indirect wholly owned Subsidiary of Assignee or to any Affiliate of which Assignee is a direct or indirect wholly owned Subsidiary and (b) in connection with the transfer by Assignee of all or substantially all of the Purchased Assets.

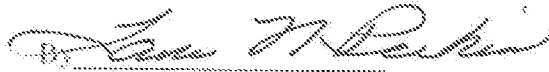
5. Applicable Law. THIS ASSIGNMENT OF TRADEMARKS, THE LEGAL RELATIONS BETWEEN THE PARTIES, AND ANY DISPUTES BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

HOTEL SYSTEMSPRO, LLC

By 

Name: Lana N. Perkins

Title: Manager

ASSIGNEE:

NEWMARKET INTERNATIONAL, INC.

By _____

Name:

Title:

By _____

Name:

Title:

[ASSIGNMENT OF TRADEMARKS]

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

ASSIGNOR:

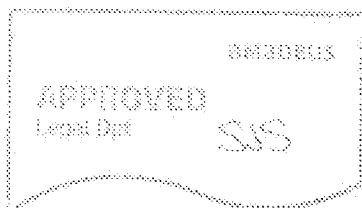
HOTEL SYSTEMSPRO, LLC

By _____
Name:
Title:

ASSIGNEE:

NEWMARKET INTERNATIONAL, INC.

By *Francisco Pérez Loza*
Name: Francisco Pérez-Loza
Title: Authorized Representative



By *Jeffery Hiscox*
Name: Jeffery Hiscox
Title: Authorized Representative
President, CEO

[ASSIGNMENT OF TRADEMARKS]

EXHIBIT A

ASSIGNED TRADEMARKS

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration or Serial #</u>	<u>Status</u>
hotel SalesPro	3,045,856	Registered January 17, 2006 LIVE Section 8 & 15 Accepted
hotel Sales & CateringPro	3,041,486	Registered January 10, 2006 LIVE Section 8 & 15 Accepted
hotel ServicePro	3,461,583	Registered July 8, 2008 LIVE Section 8 & 15 Accepted
hotel ProposalPro	4,447,763	Registered December 10, 2013 LIVE
hotel WebSpace	4,563,376	Registered July 8, 2014 LIVE

UNREGISTERED TRADEMARKS

hotel SystemsPro [Name]
hotel CateringPro [Name]
my ServicePro [Name]
hotel ReportsPro [Name]
@YourServicePro [Name]
hotel SalesPro Mobile [Name]
hotel ServicePro Express [Name]

Use of stylized forms and color red:

hotel SystemsPro™
hotel SalesPro™
hotel Sales & CateringPro™
hotel ServicePro™
hotel CateringPro™
property ServicePro™
restaurant ServicePro™
condo ServicePro™