900339147 09/29/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM356686

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment
RESUBMIT DOCUMENT ID:	900338785

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EBSCO Industries, Inc.		09/01/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Walker 360, Inc.	
Street Address:	2501 East 5th Street	
City:	Montgomery	
State/Country:	ALABAMA	
Postal Code:	36107	
Entity Type:	CORPORATION: ALABAMA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4560157	EMAC

CORRESPONDENCE DATA

Fax Number: 2059814046

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.

Phone: 205-408-4895

Email: wdimon@ebsco.com

Correspondent Name: Wanda Dimon/ EBSCO Industries

Address Line 1: PO Box 1943
Address Line 2: Legal Services

Address Line 4: Birmingham, ALABAMA 35201

NAME OF SUBMITTER:	Wanda Dimon
SIGNATURE:	/wd/
DATE SIGNED:	09/29/2015

Total Attachments: 3

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> TRADEMARK 900339147 REEL: 005632 FRAME: 0606

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>"), effective as of September 1, 2015 (the "<u>Effective Date</u>"), is by EBSCO Industries, Inc. a Delaware corporation ("<u>Assignor</u>"), in favor of Walker 360, Inc., an Alabama corporation ("<u>Assignee</u>").

WHEREAS, Assignor has adopted and used the trademarks listed on Schedule A (the "Intellectual Property"); and

WHEREAS, under the terms of the Asset Purchase Agreement, dated as of the Effective Date, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor has conveyed, transferred and assigned to Assignee, the Intellectual Property, among other assets, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignor does hereby sell, assign and transfer unto Assignee for its own use and enjoyment and for the use and enjoyment of is successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide rights, title and interest in and to the Intellectual Property and any renewals thereof, together with the goodwill of the business symbolized thereby or otherwise associated with the business conducted in connection with the Intellectual Property, and all income, royalties, damages and payments which may hereafter become due or payable in respect thereof, and in and to all causes of actions (either at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement, dilution or other unauthorized use or impairment of the rights assigned to Assignee under this Assignment of Intellectual Property.
- 2. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.
- 3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

TRADEMARK REEL: 005632 FRAME: 0607 IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the Effective Date.

EBSCO INDUSTRIES, INC.

By:

Bryson D.D. Stephens Vice President

Agreed to and Accepted:

WALKER 360, INC.

Name: Tavi**s** Blackwell

Title: President

TRADEMARK
REEL: 005632 FRAME: 0608

Schedule A Intellectual Property

U.S. TRADEMARKS:

Trademark	Registration Number	Registration Date	
EMAC	4,560,157	7/1/14	
MIRRORMATTE	2,686,108	2/11/03	
R (stylized)	4,663,893	12/30/14	
REVEAL	4,653,009	9/23/14	

TRADEMARK REEL: 005632 FRAME: 0609

RECORDED: 09/25/2015