

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359612

<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>
Transportation Costing Group, Inc.		10/14/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southern Motor Carriers Association, Inc.		
<b>Doing Business As:</b>	SMC3		
<b>Street Address:</b>	500 Westpark Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Peachtree City		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30269		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3295960	PROFITABILITY MANAGEMENT TOOLS	
<b>Registration Number:</b>	3829931	CIS/NG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>Phone:</b>	4048738500		
<b>Email:</b>	trademarks@agg.com		
<b>Correspondent Name:</b>	Stephen M. Dorvee		
<b>Address Line 1:</b>	171 17th Street NW		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	3933-1056		
<b>NAME OF SUBMITTER:</b>	Stephen M. Dorvee		
<b>SIGNATURE:</b>	/Stephen M. Dorvee/		
<b>DATE SIGNED:</b>	10/22/2015		
<b>Total Attachments: 3</b>			


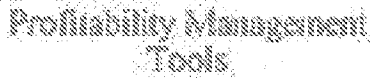
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into this 14<sup>th</sup> day of October, 2015, by and between Transportation Costing Group, Inc., a Florida corporation ("Assignor"), and Southern Motor Carriers Association, Inc. d/b/a SMC3, a Georgia corporation ("Assignee").

WHEREAS, Assignor is the owner of the federal trademark registrations listed immediately below (collectively, the "Trademarks");

	U.S. Reg. No. 3829931
	U.S. Reg. No. 3295960

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks, is using the Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks worldwide.

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

1. Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by said Trademarks. Nothing in this Assignment shall be construed to vest in the Assignee any right, title or interest in the Trademarks or in any registrations of the Trademarks outside the United States.
2. Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Trademarks, together with the right to sue for, and to collect, damages.
3. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require in

order to vest all Assignor's rights, title and interest in and to the Trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence as deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

4. This Assignment shall be governed and construed in accordance with the laws of the State of Maryland.

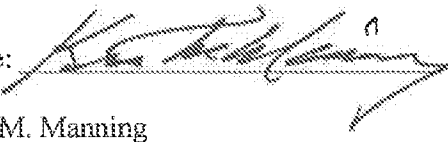
5. This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth hereinabove.

**ASSIGNOR:**

Transportation Costing Group, Inc.

Signature:   
Kenneth M. Manning

CEO

**ASSIGNEE:**

Southern Motor Carriers Association, Inc.  
(d/b/a SMC3)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

Transportation Costing Group, Inc.

Signature: \_\_\_\_\_

Printed Name: Kenneth M. Manning

Title: President

ASSIGNEE:

Southern Motor Carriers Association, Inc.  
(d/b/a SMC3)

Signature:  \_\_\_\_\_

Printed Name: Jack E. Middleton

Title: CEO

[Signature page to Trademark Assignment]

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