

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/23/2015
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ETAS ID: TM359785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The National Church Supply Company		10/23/2015	CORPORATION: WEST VIRGINIA

RECEIVING PARTY DATA

Name:	NCS Services, Inc.
Street Address:	125 Enterprise Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15275
Entity Type:	CORPORATION: Delaware

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3938050	CHURCH ON THE GO
Registration Number:	3934399	ON THE GO CHURCH

CORRESPONDENCE DATA

Fax Number: 4125945619
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: 4125943916
Email: kbiedinger@tuckerlaw.com
Correspondent Name: Kristin Biedinger
Address Line 1: 1500 One PPG Place
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	030845-172097
NAME OF SUBMITTER:	Kristin Biedinger
SIGNATURE:	/Kristin Biedinger/
DATE SIGNED:	10/23/2015

Total Attachments: 2

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OP \$65.00 3938050

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), effective as of the 23rd of October, 2015 (the "Effective Date"), is made by NCS Services, Inc., a Delaware corporation with an address at 125 Enterprise Drive, Pittsburgh, Pennsylvania 15275 (the "Assignee") and The National Church Supply Company, a West Virginia corporation, with an address at 2670 Pyramus Road, Chester, West Virginia 26034, (the "Assignor"). Assignee and Assignor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Assignor agrees to transfer all right, title, and interest in and to the following trademarks and service marks (the "Marks") to Assignee:

1. Registration No. 3938050 for CHURCH ON THE GO
2. Registration No. 3934399 for ON THE GO CHURCH

WHEREAS, Assignee wishes to obtain all of Assignor's right, title, and interest in and to the Marks;

WHEREAS, the Assignee is a party to that certain STOCK PURCHASE AGREEMENT dated as of the 23rd day of October, 2015 between NCS Services, Inc., Jackie Bailey, Albert A. Cronin, Jr., David K. Cronin, William T. Cronin, Carole V. Good, Amy E. Hosterman, Kimberli S. Ramsey, Brian Shanahan, Mary E. Taylor, James R. Trotta, B. Douglas Wright and Bruce A. Wright (each a "Seller" and collectively, the "Sellers"), and Douglas Wright solely in his capacity as the Seller Representative, and NCS Services Holdings, LLC (the "Purchaser") (the "Purchase Agreement"); and

WHEREAS, this Assignment is being executed and delivered by the Parties at the closing pursuant to Section 3.3 of the Purchase Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor agrees to assign and hereby does assign, transfer, grant, bargain, mortgage, pledge, sell, and convey to the Assignee: (a) all of the Assignor's right, title and interest in and to the Marks, along with all of the goodwill associated therewith; (b) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (c) all income, royalties, and damages that become due or payable to Assignor with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks.
2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable individual or organization to issue any and all renewals to the Marks to and in the name of Assignee of their entire right, title and interest in and to the same, for Assignee's sole use and benefit, and for the use and benefit of Assignee's legal representatives and successors, to the full end of the term for which such registrations may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.
3. Governing Law and Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Pennsylvania. The Parties agree that Courts of Allegheny County, Pennsylvania, United States of America, shall have exclusive jurisdiction to settle any claim or dispute between the Parties.

4. Miscellaneous. The Parties shall be considered independent contractors and under no circumstances shall either Party be considered an employee, partner, agent, or distributor of the other Party. Neither Party may assign this Assignment, in whole or in part, without prior written consent of the other Party, with the exception that the Assignee may assign this Assignment without the prior written consent of the other Party in connection with any merger, acquisition, purchase or sale of substantially all of the assets of Assignee. If any provision of this Assignment shall be held to be invalid for any reason, the remaining parts of the Assignment shall remain in full force and effect according to its terms. This Assignment may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. This Assignment sets forth the entire Assignment between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and dealings oral or written. In the event of a conflict between this Assignment and any other agreement or understanding between the Parties, this Assignment shall govern with respect to the subject matter set forth herein. No change to any provision of this Assignment shall be binding upon either Party unless in writing signed by an authorized representative of each Party. No waiver by either Party of any breach by the other Party of any provision of this Assignment shall be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the dates set forth below each party's signature.

NCS SERVICES, INC.

By: _____

Name: B. Douglas Wright

Date: 10-23, 2015

THE NATIONAL CHURCH SUPPLY COMPANY

By: _____

Name: B. Douglas Wright

Date: 10-23, 2015

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