

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transamerica Casualty Insurance Company		12/02/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GS Administrators, Inc.		
Street Address:	1345 Enclave Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77077		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86116070	ROADSECURE	
CORRESPONDENCE DATA			
Fax Number:	7135805171		
<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:	7135803166		
Email:	abentlif@gfsfgroup.com		
Correspondent Name:	alexandra bentlif		
Address Line 1:	1345 Enclave Parkway		
Address Line 4:	Houston, TEXAS 77077		
ATTORNEY DOCKET NUMBER:	ROADSECURE ASSIGNMENT 1		
NAME OF SUBMITTER:	Diane Weber Greene		
SIGNATURE:	/Diane Weber Greene/		
DATE SIGNED:	12/07/2015		
Total Attachments: 3			
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TRANSFER OF OWNERSHIP AGREEMENT

This Transfer of Ownership Agreement ("Agreement"), effective December 2, 2015 (the "Effective Date"), is entered into between Transamerica Casualty Insurance Company ("Transamerica") and GS Administrators, Inc. ("GSA").

Recitals

WHEREAS, Transamerica is the owner of the service marks indicated on Exhibit "A" ("RoadSecure Marks"); and

WHEREAS, Transamerica wishes to transfer all of its right, title and interest in and to RoadSecure Marks to GSA, subject to the terms herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements recited here, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

- 1. Assignment and Transfer.** As of the Effective Date, Transamerica assigns, transfers, conveys, and delivers exclusively to GSA, and GSA acquires from Transamerica all of Transamerica's right, title, and interest, goodwill, and other rights (collectively, the "Rights") Transamerica has in and to the RoadSecure Marks. This assignment and transfer of the RoadSecure Marks shall be made "as is" without further representation, warranty or indemnification of any kind by Transamerica. Transamerica will further deliver to GSA all native artwork and electronic images of the RoadSecure Marks and copies of all materials incorporating the mark (i.e., brochures, training manuals, sales kits) to GSA with 10 days of execution of this Agreement.
- 2. Use of the RoadSecure Marks.** As of the Effective Date, Transamerica shall cease all use of the RoadSecure Marks, and shall not, directly or indirectly (i) use, or attempt to register with any entity, any domain name, trademark, trade name, service mark, service name, or logo incorporating all or any part of the RoadSecure Marks; (ii) use, or attempt to register with any entity, any domain name, trademark, trade name, service mark, service name, or logo that so resembles the RoadSecure Marks, so as to be likely to cause confusion, mistake, or deception; (iii) expressly or by implication represent that Transamerica, any entity with which Transamerica is affiliated, or any products or services offered by any entity with which Transamerica is affiliated are authorized, licensed, endorsed, or sponsored by or affiliated with GSA or its affiliates; or (iv) engage in any action that will be of detriment to the validity of the RoadSecure Marks after the completion of the transfer and assignment
- 3. Further Assurances.** From time to time and at any time, at GSA's request and expense, Transamerica shall execute and deliver such further documents and instruments of conveyance, assignment, and transfer, and shall take such further actions as may be necessary for the purpose of transferring and conveying to GSA the Rights in the RoadSecure Marks. In connection with the foregoing, Transamerica understands and agrees that GSA will file, at its expense, paperwork with the United States Patent and Trademark Office ("USPTO") necessary to document the assignment of the ownership of the Road Secure Marks from Transamerica to GSA, after which GSA will respond to the existing Office Action in the USPTO for the RoadSecure Marks. Transamerica will assist GSA, as applicable, in connection with such assignment and response.

4. **Miscellaneous.** This Agreement contains the entire agreement between the parties relating to its subject matter, supersedes any and all other agreements, representations, or warranties of the parties in connection with such subject matter, and may be modified or changed only in a writing executed by each party. This Agreement shall be binding upon and inure to the benefit of the parties' respective agents, employees, officers, directors, affiliates, successors, and assigns. No representations were made or relied upon by a party other than those expressly set forth herein. Any amendment or change to this Agreement must be in writing signed by the parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to principles of conflicts of laws). This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision of this Agreement is held to be invalid, the invalidity shall not affect the validity of the remainder of the Agreement.

The parties by their duly authorized officers have caused this Agreement to be executed as of the Effective Date.

TRANSAMERICA CASUALTY
INC. INSURANCE COMPANY

By: Neil Kirst
Name: NEIL KIRST
Title: Assistant Vice President

GS ADMINISTRATORS,

By: Steve Amos
Name: Steve Amos
Title: President

Exhibit "A"
RoadSecure Marks

1. RoadSecure Design Mark



United States Patent and Trademark Office Serial Number: 86116080

2. RoadSecure Word Mark

ROADSECURE

United States Patent and Trademark Office Serial Number: 86116070