TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM370158

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DKI Services, LLC		01/20/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	International Dry Standard Organization, Inc.	
Street Address:	135 Carson Oaks Lane	
City:	Santa Rosa Beach	
State/Country:	FLORIDA	
Postal Code:	32459	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3622735	RESTORATION LEADERSHIP INSTITUTE

CORRESPONDENCE DATA

Fax Number: 8015321234

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: 8015321234

trademarks@parsonsbehle.com Email:

Margaret Niver McGann **Correspondent Name:**

Address Line 1: 201 South Main Street, Suite 1800

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Margaret Niver McGann
SIGNATURE:	/Margaret Niver McGann/
DATE SIGNED:	01/22/2016

Total Attachments: 4

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> **TRADEMARK** REEL: 005714 FRAME: 0403

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 20, 2016, is made by DKI Services, LLC, a Delaware Limited Liability Company with an address at 25 Northwest Point Blvd., Suite 1000, Elk Grove Village, Illinois 60007 ("Assignor"), and International Dry Standard Organization, Inc., a Texas corporation with an address at 135 Carson Oaks Lane, Santa Rosa Beach, FL 32459 ("Assignee").

WHEREAS, DKI Market Services, LLC, a Delaware limited liability company and affiliate of Assignor, previously assigned to Ken Larsen, an individual ("Larsen"), all outstanding membership interests in Restoration Leadership Institute, LLC, an Illinois limited liability company ("RLI"), pursuant to that certain Assignment of Limited Liability Company Interest dated December 7, 2011 (the "LLC Assignment Agreement") between such parties.

WHEREAS, following the transfer of the limited liability company interests under the terms of the LLC Assignment Agreement, Larsen caused RLI to be liquidated and its assets are now held by Assignee;

WHEREAS, the Subject Trademarks (defined below) were previously owned by DKI IP, a Delaware limited liability company, and on January 3, 2011, such Subject Trademarks were assigned to Assignor, who has continued to own the Subject Trademarks;

WHEREAS, it was originally contemplated that the Subject Trademarks would be transferred to RLI pursuant to the LLC Assignment Agreement; however, such transfer was not completed and, from December 7, 2011 through the date of this Assignment (the "License Term"), RLI and Assignee have used the Subject Trademarks pursuant to an unwritten implied license agreement from Assignor (the "License");

WHEREAS, during the License Term, Assignor has worked with Larsen, RLI and Assignee to periodically review any use of the Subject Trademarks by those parties and to maintain the quality and consistent use of the Subject Trademarks under the License;

WHEREAS, Assignor no longer wishes to own the Subject Trademarks and wishes to assign the Subject Trademarks and related rights to Assignee on the terms and conditions set forth herein.

NOW THEREFORE, Assignor agrees as follows:

1. <u>Assignment.</u> For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks as described on Schedule I hereto and all issuances, extensions, and renewals thereof, including but not limited to, the following rights (collectively, the "Subject Trademarks"): (a) all registrations and registration rights with respect to the Subject Trademarks throughout the world;

TRADEMARK REEL: 005714 FRAME: 0404 (b) any goodwill connected with the use of, and symbolized by, the Subject Trademarks: (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing; and (e) any and all claims and causes of action with respect to any of the foregoing, 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.

2. <u>Assignor's Representations</u>. Assignor represents and warrants that:

- (a) Assignor is the exclusive owner of the Subject Trademarks and all rights transferred hereunder,
- (b) Assignor possesses all rights, title, and interest in and to the Subject Trademarks,
 - (c) Assignor has the power to enter into this Assignment;
- (d) to the best of Assignor's knowledge, as of the date hereof, the Subject Trademarks do not infringe on the rights of any other person or entity;
- (e) to the best of Assignor's knowledge, as of the date hereof, the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim and Assignor has taken no action that could result in any lien, encumbrance or adverse claim; and
- (f) Assignor has made a good faith effort to use the Subject Trademarks in a way that would permit continued registration, and that the Subject Trademarks have not been abandoned by the Assignor.
- 3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Subject Trademarks to Assignee, or any assignee or successor thereto.

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- 4. <u>Binding Effect; Successors and Assigns</u>. The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

DKI Services, LLC

Title: President and CEO

SCHEDULE 1

SUBJECT TRADEMARK REGISTRATIONS AND APPLICATIONS

US TRADEMARK NUMBER SERIAL NO. 3622735 "RESTORATION LEADERSHIP INSTITUTE"

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