

900370990 07/12/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391114

<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>
VERREX CORPORATION		07/11/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VERREX LLC		
<b>Street Address:</b>	1130 Route 22 West		
<b>City:</b>	Mountainside		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07092		
<b>Entity Type:</b>	Limited Liability Company: Delaware		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3827183	VERREX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9732284606		
<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>	(973)582-1224		
<b>Email:</b>	ekramer@goldmankramer.com		
<b>Correspondent Name:</b>	Elliot I. Kramer, Esq.		
<b>Address Line 1:</b>	103 Eisenhower Parkway		
<b>Address Line 2:</b>	P.O. Box 610		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>NAME OF SUBMITTER:</b>	Elliot I. Kramer, Esq.		
<b>SIGNATURE:</b>	/Elliot Kramer/		
<b>DATE SIGNED:</b>	07/12/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Assignment**”) is made and entered into on July 11, 2016 (the “**Effective Date**”), by and between Verrex Corporation, a New Jersey corporation (“**Verrex Corp.**”), and Verrex LLC, a Delaware limited liability company (“**Verrex LLC**”).

**WHEREAS**, Verrex Corp. is the owner of record of, or has ownership rights in and to, the registered trademarks and trademark applications set forth on Schedule 1, attached hereto (collectively, the “**Assigned Trademarks**”), and Verrex Corp. desires to transfer to Verrex LLC all right, title, and interest in and to the Assigned Trademarks.

**WHEREAS**, Verrex LLC desires to accept such assignment for the Assigned Trademarks from Verrex Corp..

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verrex Corp. and Verrex LLC agree as follows:

1. Assignment. Verrex Corp. hereby assigns to Verrex LLC its entire right, title, and interest in and to the Assigned Trademarks, together with all goodwill associated therewith. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom.

2. Recordation. Verrex Corp. hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Verrex LLC as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

3. General. This Assignment may be executed in two counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Agreement. This Agreement will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement may only be amended, modified and supplemented by written agreement of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Verrex Corp. and Verrex LLC execute this Assignment as of the Effective Date.

Verrex Corp.:

Verrex Corporation

By: 

Name: Thomas G. Berry, IV

Title: Chief Executive Officer

Verrex LLC:

Verrex LLC

By: 

Name: Thomas G. Berry, IV

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule 1

Assigned Trademarks

Mark	Recorded Owner	Jurisdiction	Application #	Application Date	Registration #	Registration Date
VERREX	Verrex Corporation	United States	77807010	8/18/2009	3,827,183	8/3/2010
GMS	Verrex Corporation	United States	77832686	9/23/2009	3,824,105	7/27/2010

TRADEMARK

REEL: 005839 FRAME: 0388

RECORDED: 07/12/2016

[SCHEDULE 1]