

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413450

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Seabrook International, LLC | | 01/09/2017 | Limited Liability Company: NEW HAMPSHIRE |
| RECEIVING PARTY DATA | | | |
| Name: | Seabrook Acquisition LLC | | |
| Street Address: | 12955 Inkster Rd | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48150 | | |
| Entity Type: | Limited Liability Company: MICHIGAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3773416 | PILOTCELL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2483513082 | | |
| <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: | 2487271471 | | |
| Email: | byates@jaffelaw.com | | |
| Correspondent Name: | Brenda R. Yates | | |
| Address Line 1: | 535 W. William Street, Ste 400S | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48103 | | |
| ATTORNEY DOCKET NUMBER: | ARCH-SEABRO | | |
| NAME OF SUBMITTER: | Brenda R. Yates | | |
| SIGNATURE: | /bry/ | | |
| DATE SIGNED: | 01/24/2017 | | |
| Total Attachments: 5 | | | |
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EXECUTION VERSION

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of January 9, 2017, is made by and between SEABROOK INTERNATIONAL, LLC, a New Hampshire limited liability company ("Assignor"), and SEABROOK ACQUISITION LLC, a Michigan limited liability company ("Assignee").

RECITALS:

- A. Assignor is the owner of record of the trademark listed on Schedule A (the "Trademark").
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademark, together with whatever goodwill is associated with the Trademark.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademark.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademark, together with all other goodwill associated with the Trademark, including, but not limited to, any and all rights to register and to renew the Trademark, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademark is to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's reasonably request and at Assignee's sole cost and expense, execute and deliver any agreement, document, certificate or instrument and take (at Assignee's sole cost and expense) any other commercially reasonable action that is necessary or desirable to perfect the title to the Trademark in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademark.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

SEABROOK INTERNATIONAL, LLC, a
New Hampshire limited liability company

By: Paul Barch

Print Name: Paul Barch

Title: President and CEO

ASSIGNMENT ACCEPTED:

ASSIGNEE:

SEABROOK ACQUISITION LLC,
a Michigan limited liability company

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

SEABROOK INTERNATIONAL, LLC, a
New Hampshire limited liability company

By: _____

Print Name: _____

Title: _____

ASSIGNMENT ACCEPTED:

ASSIGNEE:

SEABROOK ACQUISITION LLC,
a Michigan limited liability company

By: Steven _____

Print Name: Steven LaBarre

Title: Authorized Representative

[Signature Page to Trademark Assignment]

EXHIBIT A
TRADEMARK

United States:

| TRADEMARK | SERIAL NO. | REGISTRATION NO. | REGISTRATION DATE |
|------------------|-------------------|-------------------------|--------------------------|
| PilotCell | 77747652 | 3773416 | April 6, 2010 |

[Exhibit A to Trademark Assignment]