OP \$240.00 235136

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM418434

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| Dominion Enterprises | | 03/03/2017 | Partnership: VIRGINIA |

RECEIVING PARTY DATA

| Name: | Dominion Web Solutions, LLC |
|-----------------|------------------------------------|
| Street Address: | 150 Granby Street |
| City: | Norfolk |
| State/Country: | VIRGINIA |
| Postal Code: | 23510 |
| Entity Type: | Limited Liability Company: FLORIDA |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark | |
|----------------------|---------|---------------------|--|
| Registration Number: | 2351360 | ALL ABOUT AERO | |
| Registration Number: | 2361481 | ALL ABOUT CYCLES | |
| Registration Number: | 2351358 | ALL ABOUT EQUIPMENT | |
| Registration Number: | 2349557 | ALL ABOUT RVS | |
| Registration Number: | 2349558 | ALL ABOUT TRUCKS | |
| Registration Number: | 2184181 | CYCLE MART | |
| Registration Number: | 2534551 | PAYLOAD | |
| Registration Number: | 2379072 | PAYLOAD | |
| Registration Number: | 3540389 | RVAMERICA.COM | |

CORRESPONDENCE DATA

Fax Number: 7576285566

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: 757-628-5582

Email: ip@wilsav.com

Correspondent Name: Timothy J. Lockhart

Address Line 1: 440 Monticello Avenue, Suite 2200

Address Line 2: Attn.: IP Administrator

Address Line 4: Norfolk, VIRGINIA 23510-2243

NAME OF SUBMITTER: Timothy J. Lockhart

TRADEMARK
REEL: 006002 FRAME: 0416

900397255

| SIGNATURE: | /Timothy J. Lockhart/ | |
|--|-----------------------|--|
| DATE SIGNED: | 03/06/2017 | |
| Total Attachments: 3 | | |
| source=Dominion-DWS Trademark Assignment#page1.tif | | |
| source=Dominion-DWS Trademark Assignment#page2.tif | | |
| source=Dominion-DWS Trademark Assignment#page3.tif | | |

TRADEMARK REEL: 006002 FRAME: 0417

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is effective as of March 3, 2017 ("Effective Date"), by and between DOMINION ENTERPRISES ("Assignor"), a Virginia general partnership composed of DOMINION ENTERPRISES GROUP, LLC, a Nevada limited liability company, and LTM COMPANY DOMINION, LLC, a Virginia limited liability company, with an address of 150 Granby Street, Norfolk, Virginia 23510, and DOMINION WEB SOLUTIONS, LLC ("Assignee"), a Florida limited liability company with an address of 150 Granby Street, Norfolk, Virginia 23510.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, any and all of Assignor's right, title, and interest in and to the trademarks listed on <u>Exhibit 1</u> hereto (collectively, "Marks") and the U.S. Patent and Trademark Office ("USPTO") registrations therefor listed on <u>Exhibit 1</u> hereto (collectively, "Registrations") (the Marks and the Registrations are referred to collectively herein as the "Assigned Property");

NOW, THEREFORE, in return for good and valuable consideration exchanged between the parties, the receipt and adequacy of each party acknowledges, the parties do hereby agree as follows:

- 1. Assignment. Assignor hereby irrevocably assigns to Assignee any and all right, title, and interest in and to the Assigned Property, including without limitation all USPTO and U.S. state application, registration, maintenance, and renewal rights with respect to the Assigned Property; all rights to create new marks based on the Assigned Property; all the goodwill of that business that deals in any or all of the goods and/or services with which the Assigned Property has been used or is used, in association therewith; any and all actions and rights of action for infringement, violation, or misappropriation, including without limitation the right to sue and collect damages for past infringement, of the foregoing right, title, and interest in and to the Assigned Property and/or otherwise with respect to the Assigned Property, whether arising before, on, or after the Effective Date; and any and all other rights arising from or associated with the Assigned Property.
- 2. Governing Law. This Agreement will be construed in accordance with, and any and all actions arising hereunder will be governed by, the laws of the Commonwealth of Virginia (without regard to its choice-of-law rules) and, to the extent applicable, the trademark laws of the United States of America.
- 3. <u>Execution</u>. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment may be executed and delivered by facsimile or in one or more electronic files, and copies of signatures hereon will be deemed as binding as originals.

(Signature page follows.)

1-1466220.1

TRADEMARK REEL: 006002 FRAME: 0418 IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

DOMINION ENTERPRISES

By:

Name: Guy R. Friddell, III Title: Executive Vice President

DOMINION WEB SOLUTIONS, LLC

By:

Name: Guy R. Friddell, III Title: Vice President

EXHIBIT 1

| Mark | App. Serial No. | Reg. No. | Reg. Date |
|--------------------------------|-----------------|----------|------------------|
| ALL ABOUT AERO | 75561671 | 2351360 | May 23, 2000 |
| ALL ABOUT CYCLES | 75560637 | 2361481 | June 27, 2000 |
| ALL ABOUT EQUIPMENT | 75561326 | 2351358 | May 23, 2000 |
| ALL ABOUT RVS | 75561672 | 2349557 | May 16, 2000 |
| ALL ABOUT TRUCKS | 75561673 | 2349558 | May 16, 2000 |
| CYCLE MART | 75369249 | 2184181 | August 25, 1998 |
| PAYLOAD (in Classes 35 and 42) | 75692542 | 2534551 | January 29, 2002 |
| PAYLOAD (in Class 16) | 75691958 | 2379072 | August 22, 2000 |
| RVAMERICA.COM | 78915750 | 3540389 | December 2, 2008 |

TRADEMARK REEL: 006002 FRAME: 0420

RECORDED: 03/06/2017