

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANS-EXPEDITE INC.		03/03/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	TEI LOGISTICS, LLC		
Street Address:	921 W. BETHEL RD., SUITE 201		
City:	COPPELL		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3989237	TRANS-EXPEDITE INC.	
Registration Number:	3132415	TRANS-EXPEDITE INC.	
Registration Number:	3103960	TRANS-EXPEDITE	
Registration Number:	3248425	TRANS-EXPEDITE	
Registration Number:	3989241	WHEN TIME IS MONEY, TIME'S NOT WASTED!	
CORRESPONDENCE DATA			
Fax Number:	7132766706		
<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:	713-276-5706		
Email:	houston.ip@gardere.com		
Correspondent Name:	TERRELL R. MILLER-GARDERE WYNNE SEWELL L		
Address Line 1:	1000 LOUISIANA ST., SUITE 2000		
Address Line 4:	HOUSTON, TEXAS 77002-5011		
ATTORNEY DOCKET NUMBER:	141631-000002		
NAME OF SUBMITTER:	Terrell R. Miller		
SIGNATURE:	/Terrell R. Miller/		
DATE SIGNED:	03/10/2017		
Total Attachments: 5			

OP \$140.00 3989237

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of March 3, 2017, is made by Trans-Expedite, Inc., a Texas corporation (“**Seller**”), in favor of TEI Logistics, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to a Purchase and Contribution Agreement by and among Buyer, Seller, MKJ Holdco, LLC, and Omni Holdco, LLC, dated as of even date herewith (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, the reasonable expense of which shall be borne by Buyer, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

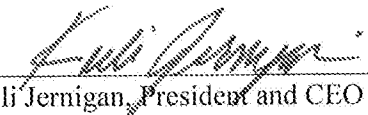
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

TRANS-EXPEDITE, INC.

By:  Keeli Jernigan, President and CEO

Address for Notices:

869 Forest Willow Circle
El Paso, Texas 79922
Attention: Mark and Keeli Jernigan

AGREED TO AND ACCEPTED:

TEI LOGISTICS, LLC

By: _____
Name: _____
Title: _____

Address for Notices:

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

Trans-Expedite, Inc.

By: _____

Name: _____

Title: _____

Address for Notices:

AGREED TO AND ACCEPTED:

TEI Logistics, LLC

By:  _____

Name: Michael Hodge

Title: Authorized Officer



Address for Notices:

[Signature Page to IP Assignment]

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks on file with the US Patent Office

Mark	Registration Number	Serial Number
	3989237	85169186
	3132415	78663065
<p>TRANS-EXPEDITE</p>	3103960	78662601
<p>TRANS-EXPEDITE</p>	3248425	78662462
<p>When Time is Money, Time's Not Wasted!</p>	3989241	85169414