

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Afallon Companies, Inc.		12/22/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Professional Datasolutions, Inc.		
Street Address:	3407 South 31st Street		
Internal Address:	Suite 200		
City:	Temple		
State/Country:	TEXAS		
Postal Code:	76502		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2023860	FUEL SMART	
Registration Number:	2075267	QUICKSERVANT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8247		
Email:	juan.arias@weil.com		
Correspondent Name:	H.T. Flanagan		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	H.T. Flanagan 68349.0003		
NAME OF SUBMITTER:	H.T. Flanagan		
SIGNATURE:	/H.T. Flanagan/		
DATE SIGNED:	03/24/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), effective as of December 22, 2016 ("Effective Date"), is entered into by and between Afallon Companies, Inc., a Texas corporation d/b/a The Pinnacle Corporation ("Assignor"), and Professional Datasolutions, Inc., a Texas corporation ("Assignee").

WHEREAS, the Assignor is the owner of certain trademarks and/or pending applications for registration of trademarks as identified on Schedule A hereto (the "Assigned Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among, Assignor, Assignee, Robert S. Johnson and Peter Steele (the "Asset Purchase Agreement"), Assignor agreed to, among other things, sell, transfer and assign to Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks on the terms contained in the Asset Purchase Agreement.

WHEREAS, the parties wish to record such assignment with the appropriate governmental entities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
2. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal-representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

3. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

4. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the choice of law principles thereof. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this 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 Assignment.

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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

Afallon Companies, Inc., a Texas
corporation d/b/a The Pinnacle
Corporation

By: 

Name:

Title:

ROBERT S. JOHNSON
CEO

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006018 FRAME: 0183

ASSIGNEE:

Professional Datasolutions, Inc.

By: 

Name: Jimmy Francis

Title: Authorized Signatory

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006018 FRAME: 0184

Schedule A

Assigned Trademarks

Trademark	Country	Registration No.	Registration Date	Owner
FUEL SMART	United States	2023860	December 17, 1996	Afallon Companies, Inc.
QUICKSERVANT	United States	2075267	July 1, 1997	Afallon Companies, Inc.