

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436955

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|---|--|---|-------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the spelling of Assignee name from ACROS LLC to ARCOS LLC previously recorded on Reel 006112 Frame 0017. Assignor(s) hereby confirms the assignment of the entire interest. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Macrosoft, Inc. | | 07/21/2017 | Corporation: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | ARCOS LLC | | |
| Street Address: | c/o THE RIVERSIDE COMPANY, 50 PUBLIC SQUARE, SUITE 2900 | | |
| Internal Address: | TERMINAL TOWER | | |
| City: | CLEVELAND | | |
| State/Country: | OHIO | | |
| Postal Code: | 44113 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4066262 | OUTAGE CENTRAL | |
| Registration Number: | 4066222 | RESOURCES ON-DEMAND AUTOMATED EMERGENCY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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: | (216) 586-3939 | | |
| Email: | skoston@jonesday.com | | |
| Correspondent Name: | Jones Day | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | North Point | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 560255-002003-SK Correcti | | |
| NAME OF SUBMITTER: | Leozino Agozzino | | |
| SIGNATURE: | /Leozino Agozzino/ | | |
| DATE SIGNED: | 07/28/2017 | | |
| Total Attachments: 7 | | | |

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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

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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 |
| Microsoft, Inc. | | 07/21/2017 | Corporation: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | ACROS LLC | | |
| Street Address: | c/o The Riverside Company, 50 Public Square, Suite 2900 | | |
| Internal Address: | Terminal Tower | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44113 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4066222 | RESOURCES ON-DEMAND AUTOMATED EMERGENCY | |
| Registration Number: | 4066262 | OUTAGE CENTRAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| Phone: | (216) 586-3939 | | |
| Email: | skoston@jonesday.com | | |
| <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> | | | |
| Correspondent Name: | Jones Day | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | North Point | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 560255-002003 - SK | | |
| NAME OF SUBMITTER: | Leozino Agozzino | | |
| Signature: | /Leozino Agozzino/ | | |

Date: 07/24/2017

Total Attachments: 5

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RECEIPT INFORMATION

ETAS ID: TM436251
Receipt Date: 07/24/2017
Fee Amount: \$65

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is made and entered into as of July 21, 2017, by and between Macrosoft, Inc., a New Jersey corporation (the "*Assignor*"), and ARCOS LLC, an Ohio limited liability company ("*Assignee*").

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and between the Assignor and the Assignee, which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the Purchased Assets, subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Annex A, the United States trademark applications and/or registrations therefore, together with all common law rights and the goodwill of the business associated therewith (the "*Marks*"), and has agreed to transfer to Assignee, and Assignee has agreed to assume all right, title and interest in and to the Marks pursuant to the Purchase Agreement; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limiting, the applications and registrations identified on the attached Annex A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor's right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. The Assignor further agrees, upon reasonable request and without further compensation, that the Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and

the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

[Remainder of Page Intentionally Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

THE ASSIGNOR:

MACROSOFT, INC.

By: Edward G. Sabie

Name: Edward G. Sabie

Title: President

THE ASSIGNEE:

ARCOS LLC

By: _____

Name: Joseph L. Manning

Title: Vice President and Secretary

[Signature Page -- Trademark Assignment Agreement]

TRADEMARK

REEL: 006115 FRAME: 0992

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

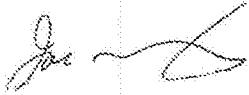
THE ASSIGNOR:

MACROSOFT, INC.

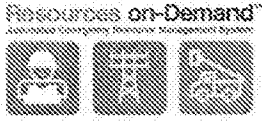
By: _____
Name:
Title:

THE ASSIGNEE:

ARCOS LLC

By:  _____
Name: Joseph L. Manning
Title: Vice President and Secretary

ANNEX A

| Trademark | Application No. | Filing Date | Registration No. | Registration Date |
|--|-----------------|-------------|------------------|-------------------|
| OUTAGE CENTRAL | 85256871 | 3/3/2011 | 4066262 | 12/6/2011 |
| RESOURCES ON- DEMAND AUTOMATED EMERGENCY RESOURCE MANAGEMENT SYSTEM  | 85250597 | 2/24/2011 | 4066222 | 12/6/2011 |

Annex A

NAI-1502873125v3