

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rentacrate LLC		06/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rentacrate Enterprises, LLC		
<b>Street Address:</b>	603 Washington Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15228		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3465722	RENTACRATE	
<b>Registration Number:</b>	2664791	THE COMPLETE MOVING SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(412) 490-2900		
<b>Email:</b>	JAiello@rentacrate.com		
<b>Correspondent Name:</b>	Joseph Aiello		
<b>Address Line 1:</b>	603 Washington Road		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15228		
<b>NAME OF SUBMITTER:</b>	Eric O'Meara, Esq.		
<b>SIGNATURE:</b>	/Eric O'Meara, Esq./		
<b>DATE SIGNED:</b>	07/31/2017		
<b>Total Attachments: 6</b>			
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**ASSIGNMENT OF TRADEMARKS**  
(Assignment Record Branch)

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of June 29, 2017, is made by Rentacrate LLC, a Delaware limited liability company ("Assignor"), in favor of Rentacrate Enterprises, LLC, a Delaware limited liability company ("Assignee").

**Recitals**

A. Pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated June 15, 2017 (the "Asset Purchase Agreement"), by and between Assignor, Assignee and/or certain other persons, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's rights, title and interest in and to all of Assignor's patents, trademarks, trade names, service marks, trade secrets, copyrights and other intellectual property rights specified in the Asset Purchase Agreement, including without limitation those trademarks, trade names and intellectual property listed on Schedule A and all goodwill associated therewith owned and/or used at any time by the Assignor in the conduct of the Business (all such trademarks, trade names and intellectual property listed on Schedule A, the "Trademarks").

B. Assignor owns all of the Trademarks set forth on Schedule A hereto and all goodwill associated therewith.

C. Assignee is desirous of acquiring said Trademarks and associated goodwill and the registrations and/or serial numbers associated with such Trademarks and/or goodwill.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Each of the foregoing recitals is incorporated herein by reference. Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the Asset Purchase Agreement.

2. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to the Trademarks, together with all the goodwill of the Business symbolized by and/or associated with the Trademarks, including without limitation the right to sue and collect damages for past, present and future infringement thereof.

3. This Assignment is further documentation of the assignments, transfers and conveyances of the Trademarks and goodwill contemplated by the Asset Purchase Agreement, and is subject to all of the terms, provisions, representations, warranties and

conditions thereof. To the extent that any term or condition of this Assignment conflicts with any term or condition of the Asset Purchase Agreement, such term and/or condition of this Assignment shall be deemed amended so as to be consistent with the terms and conditions of the Asset Purchase Agreement.


4. From time-to-time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in the Trademarks and associated goodwill to Assignee.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officer representatives on the date first set forth above.

**ASSIGNOR:**

RENTACRATE LLC

By:   
Name: Michael Brown  
Title: Chief Executive Officer

**ASSIGNEE:**

RENTACRATE ENTERPRISES, LLC

By: \_\_\_\_\_  
Name:  
Title:

(Signature Page to Assignment of Trademarks Agreement)

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officer representatives on the date first set forth above.


**ASSIGNOR:**

**RENTACRATE LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**RENTACRATE ENTERPRISES, LLC**

By:   
Name: *M. [unclear]*  
Title: *Authorized Person*

**SCHEDULE A TO ASSIGNMENT OF TRADEMARKS**

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**TRADEMARK  
REEL: 006118 FRAME: 0117**

**Intellectual Property Assets**

	<b>Marks</b>	<b>Reg No.</b>	<b>Seller's Interest</b>
1.	Rentacrate	Reg. No. 3,465,722	"Owned"
2.	The Complete Moving System	Reg. No. 2,664,791	"Owned"
3.	Rentacrate	Reg. No. TMA899386 (Canadian Trademark)	"Owned"