

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437865

<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>
VI ACQUISITIONS-TEXAS, LTD.		08/02/2017	Limited Liability Partnership: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VI ACQUISITIONS, LLC		
<b>Street Address:</b>	1000 W. Ormsby Avenue		
<b>Internal Address:</b>	Building 19		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40210		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0743791	TURBO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025890309		
<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>	(502) 562-7378		
<b>Email:</b>	lminton@wyattfirm.com		
<b>Correspondent Name:</b>	Matthew A. Williams		
<b>Address Line 1:</b>	Wyatt, Tarrant & Combs, LLP		
<b>Address Line 2:</b>	500 West Jefferson Street, Suite 2800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Matthew A. Williams		
<b>SIGNATURE:</b>	/Matthew A. Williams/		
<b>DATE SIGNED:</b>	08/03/2017		
<b>Total Attachments: 3</b>			
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**Assignment of Service marks and Trademarks**

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 2nd day of August 20 17, by VI ACQUISITIONS-TEXAS, LTD., a Kentucky limited partnership ("Assignor"), to VI ACQUISITIONS, LLC, a Kentucky limited liability company ("Assignee").

**RECITAL**

Assignee and Assignor are parties to a Bill of Sale executed on December 31, 2013 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, all of Assignor's rights, title, and interest in and to all of the assets of the Assignor, including without limitation the registered service marks, trademarks and trade names of Assignor listed in Schedule A to this Assignment. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered domestic and foreign service marks, trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, all applications for and registrations of such Marks in the United States and in part of the world, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

VI Acquisitions-Texas, Ltd.



SCHEDULE A

Mark	Reg. No. / Reg. Date	App. Ser. No. App. Date	Jurisdiction
TURBO (STYLIZED)	743791 January 15, 1963	72139824 March 14, 1962	U.S.