TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM437995

NEW ASSIGNMENT SUBMISSION TYPE:

NATURE OF CONVEYANCE: MERGER

EFFECTIVE DATE: 01/01/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMI Holdings, LLC		01/01/2016	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	R3 Continuum, LLC		
Street Address:	4115 Ayrshire Dr SW		
City:	Wyoming		
State/Country:	MICHIGAN		
Postal Code:	49418		
Entity Type:	Limited Liability Company: MICHIGAN		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4665809	READY.RESPOND.RECOVER.
Registration Number:	4551756	READY.RESPOND.RECOVER.

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6123057707

Email: tadams@nilanjohnson.com

Correspondent Name: Tyler Adams

Address Line 1: 120 South 6th St., Suite 400 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Tyler Adams **SIGNATURE:** /tja/ **DATE SIGNED:** 08/04/2017

Total Attachments: 3

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> **TRADEMARK** REEL: 006122 FRAME: 0862

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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between BMI Holdings, LLC, a Michigan limited liability company ("Assignor") and R3 Continuum, LLC a Michigan limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks (the "Trademarks") identified as follows:

- (a) Ready.Respond.Recover. Unites States Patent and Trademark Office ("UPSTO") Registration No.: 4665809; and
- (b) Ready.Respond.Recover. USPTO Registration No.: 4551756; and

WHEREAS, Assignor merged with and into Assignee as of the effective date of this Agreement and Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- 2. <u>Entire Agreement</u>. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 3. <u>Amendment</u>. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
- 4. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 5. <u>Agreement to Perform Necessary Acts</u>. The parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 6. Governing Law. This Agreement shall be governed by the laws of State of Minnesota.

TRADEMARK REEL: 006122 FRAME: 0863 Dated effective as of January 1, 2016.

ASSIGNEE

By: James /N

ASSIGNOR

By: James

Title: Presiden

[Notary on the following page]

NOTARIZATION FORM

State of <u>Minnesota</u>
County of <u>Hennesota</u>

On July 12, 2017 before me, [NOTARY], notary, personally appeared Sim Mortens, the Rresident of BMI Holdings, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

Witness my hand and official seal.

Terrie J. Hall-Themsen

Notary



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TRADEMARK
REEL: 006122 FRAME: 0865