

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBSCO Industries, Inc.		09/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIP Acquisition Company, LLC		
Street Address:	120 Trojan Ave		
City:	Sparta		
State/Country:	NORTH CAROLINA		
Postal Code:	28675		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87245486	BINDERS.COM	
Registration Number:	2038542	FOUR POINT PRODUCTS	
Registration Number:	1244407	AT	
CORRESPONDENCE DATA			
Fax Number:	3367141238		
<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:	3367141223		
Email:	ldenton@wallbabcock.com		
Correspondent Name:	Lee Denton		
Address Line 1:	1076 West Fourth St.		
Address Line 4:	Winston Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	2192-001		
NAME OF SUBMITTER:	Lee D Denton		
SIGNATURE:	/Lee D Denton/		
DATE SIGNED:	09/22/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of September 1, 2017 (the "Effective Date"), is entered into by and between EBSCO Industries, Inc., a Delaware corporation ("Assignor") and VIP Acquisition Company, LLC, an Alabama limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the present owner the trademark registrations and trademark applications listed on Schedule A hereto ("Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE:

1. Assignment. Assignor does hereby irrevocably assign, convey, and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.
3. Further Assurances. Each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.
4. Binding Effect: Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the laws of Delaware, without regard to conflict-of-law principles thereof.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNOR: EBSCO INDUSTRIES, INC.

By: [Signature]
Name: J. David Walker
Title: President and CEO

STATE OF ALABAMA
COUNTY OF Jefferson

I certify that the following person(s) personally appeared before me this day, each acknowledging that he or she signed the foregoing document, on behalf of EBSCO INDUSTRIES, INC., in the capacity indicated:

J. David Walker, President and CEO
[Insert Name and Title of Person(s) Executing Document]

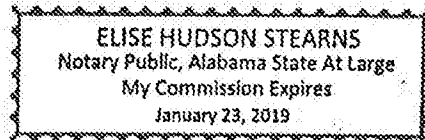
Date: September 1, 2017

[Signature]
Notary Public

Print Name: Elise Hudson Stearns

[Official Seal]

My commission expires: 1/23/19



ASSIGNEE:

VIP ACQUISITION COMPANY, LLC

By: _____

Name: Paul Demmink

Title: President

STATE OF ALABAMA

COUNTY OF Jefferson

I certify that the following person(s) personally appeared before me this day, each acknowledging that he or she signed the foregoing document, on behalf of VIP ACQUISITION COMPANY, LLC, in the capacity indicated:

Paul Demmink, President

[Insert Name and Title of Person(s) Executing Document]

Date: September 1, 2017

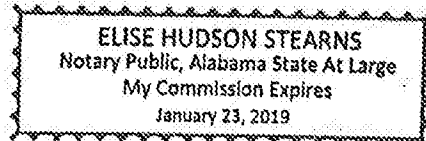
[Signature]

Notary Public

Print Name: Elise Hudson Stearns

My commission expires: 1/23/19

[Official Seal]



Schedule A

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
Binders.com	87245486	pending
Four Point Products	2038542	2/18/1997
AT (stylized font)	1244407	7/5/1983