

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
dsms, L.P.		09/25/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	SAI DS, LLC		
Street Address:	1999 Bryan St., Ste. 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201-3140		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3079206	DRIVERSSELECT	
Registration Number:	3079205	DS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	70231		
NAME OF SUBMITTER:	William B. Cannon		
SIGNATURE:	/William B. Cannon/		
DATE SIGNED:	09/26/2017		
Total Attachments: 5			
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Trademark Assignment Agreement

dsms, L.P., a Texas limited partnership (“**Assignor**”), and SAI DS, LLC, a Texas limited liability company (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Trademark Assignment**”) as of September 25, 2017 (“**Effective Date**”).

WHEREAS, Assignor has agreed to assign to Assignee certain assets, including, without limitation, all of the trademarks, trade names, and service marks used in connection with Assignor’s business; and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

1.1 the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

1.2 all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.3 any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

dsms, L.P.

SAI DS, LLC

By: dsms Management, LLC, its managing partner

Signature: _____

Signature: _____

Printed Name: Stephen A. Hall

Printed Name: _____

Title: President

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006161 FRAME: 0851

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

dsms, L.P.

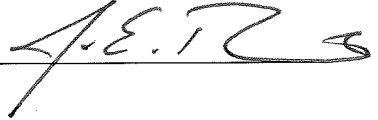
By: dsms Management, LLC, its managing partner

Signature: _____

Printed Name: _____

Title: _____

SAIDS, LLC

Signature: 

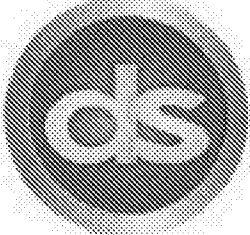
Printed Name: John E. Russ III

Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006161 FRAME: 0852

Schedule 1

Mark	US Reg. No.
DRIVERSSELECT	3079206
	3079205