

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DURACARD LLC		09/29/2017	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	BRISTOL DC, LLC		
Street Address:	8600 FOUNDRY STREET		
Internal Address:	COTTON SHED BUILDING, SUITE 201C		
City:	SAVAGE		
State/Country:	MARYLAND		
Postal Code:	20763		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2756192	DURACARD	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3006		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	ADAM J. WALLACE		
Address Line 1:	500 WOODWARD AVE.		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	65340-3		
NAME OF SUBMITTER:	ADAM J. WALLACE		
SIGNATURE:	/ADAM J. WALLACE/		
DATE SIGNED:	10/03/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is delivered by DURACARD LLC, a Maryland limited liability company ("Assignor"), for the benefit of BRISTOL DC, LLC, a Delaware limited liability company ("Assignee") and is effective as of September 29, 2017.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of date hereof (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Intellectual Property Assets and any Assumed Liabilities relating to the Intellectual Property Assets, including, but not limited to, the trademarks listed on Exhibit A attached hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Trademarks. On the terms and subject to the conditions of the Purchase Agreement (including as set forth in Section 8.02 thereof), effective as of the Closing Date, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Trademarks, including all of the common law rights and goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Trademarks, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office (the "USPTO") and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks included in the Trademarks, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Assignment.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets, including, but not limited to, the Trademarks, to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; to assure fully to Assignor the assumption of the Assumed Liabilities intended to be assumed by Assignee under this Assignment; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

DURACARD LLC

By: 
Name: Charles Begin
Title: President

[Trademark Assignment]

TRADEMARK
REEL: 006171 FRAME: 0967

EXHIBIT A

Trademarks

Trademark	Application Serial No.	Registration No.	Goods/Services	Application Date	Registration Date	Status
DURACARD	85141321	4208486	Paper cards not magnetically encoded for use in promotional purposes; telephone calling cards, not magnetically encoded; Paper cards not magnetically encoded imprinted with numbers used to track use of the card for fundraising purposes; Paper cards not magnetically encoded for use in fundraising transactions; Paper cards not magnetically encoded for use in providing admission to premises	September 29, 2010	September 18, 2012	Live
DURACARD	78148846	2756192	Business Cards	July 30, 2002	August 26, 2003	Live