

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RANDOLPH MORRIS INCORPORATED		12/31/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	VTB, INC.		
Street Address:	395 Oak Hill Road		
City:	Mountaintop		
State/Country:	PENNSYLVANIA		
Postal Code:	18707		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4630506	RM	
Registration Number:	4051753	RANDOLPH MORRIS	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	(212) 292 5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	William C. Wright		
SIGNATURE:	/WILLIAM C. WRIGHT/		
DATE SIGNED:	11/02/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of the 31st day of December, 2016 (the "Effective Date") by and between RANDOLPH MORRIS INCORPORATED, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 395 Oak Hill Road Mountaintop, PA 18707 ("Assignor") and VTB, INC., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 395 Oak Hill Road Mountaintop, PA 18707 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, including the following US registered marks (collectively the "Marks"):

<u>Mark</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RM	09/10/2010	4630506	11/04/2014
RANDOLPH MORRIS	09/10/2010	4051753	08/23/2011

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee, on request of Assignee, a Trademark Assignment in a form reasonably acceptable to counsel for Assignee. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Pennsylvania, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Pennsylvania. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

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IN WITNESS WHEREOF, intending to be legally bound thereby, the parties hereto have caused this

Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:


ASSIGNEE:

RANDOLPH MORRIS INCORPORATED

VTB, INC.

By: 

Name: Norman A.R. Dick
Title: President

By: 

Name: Dawn Bobeck
Title: Chief Executive Officer

TRADEMARK