

900427712 11/07/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siegel Oil Co., LLC.		09/29/2017	Limited Liability Company
RECEIVING PARTY DATA			
Name:	West Direct Labs, LLC.		
Street Address:	74 Maple Street		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2418585	TITAN	
Registration Number:	1680889	TITAN	
Registration Number:	2342453	TITAN LABORATORIES	
Registration Number:	2466880	TITAN CHECKUP	
Registration Number:	2516081	TITAN TESTED	
CORRESPONDENCE DATA			
Fax Number:	6175572939		
	<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:	6175573030		
Email:	mcarey@bmklegal.com		
Correspondent Name:	Matthew J. Carey		
Address Line 1:	44 School Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	Matthew J. Carey		
SIGNATURE:	/Matthew J. Carey/		
DATE SIGNED:	11/07/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2017, is entered into by and between Siegel Oil Co., LLC, a Delaware limited liability company ("Assignor"), and West Direct Labs, LLC, a Colorado limited liability company ("Assignee").

Recitals

WHEREAS, Assignee is a wholly owned subsidiary of West Direct Holdings, Inc., a Delaware corporation ("West Direct").

WHEREAS, West Direct and Assignor are parties to that certain Asset Purchase Agreement dated September 1, 2017 (as amended, the "Purchase Agreement"), by and among, West Direct, Assignor, Titan Terminal Railway Company, a Colorado corporation ("Titan"), GenShield Field Services, LLC, a Colorado limited liability company ("GenShield"), and 1380 Management Company LLC, a Colorado limited liability company ("1380 Management" and together with Assignor, Titan and GenShield collectively, the "Sellers" and each individually, a "Seller"). Capitalized terms used but not defined in this Agreement are defined in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides for the sale by Sellers, and the purchase by Buyer or its designee, of the Assets, including the Acquired Intellectual Property, on the terms and conditions set forth therein.

WHEREAS, West Direct has designated its right to receive the Acquired Intellectual Property related to the Titan Laboratories Fluids Analysis division of the Business (the "Titan Labs Intellectual Property") to be conveyed hereunder to Assignee.

WHEREAS, Assignor desires to convey all of its rights, titles and interests in the Titan Labs Intellectual Property to Assignee, and Assignee desires to acquire all of Assignor's rights, titles and interests such Titan Labs Intellectual Property.

NOW, THEREFORE, in consideration of, among other things, the payment by West Direct of the Purchase Price and in further consideration of the covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Titan Labs Intellectual Property. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to the Titan Labs Intellectual Property, including but not limited to such registered Titan Labs Intellectual Property described in Schedule A attached hereto and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, including, but not limited to, all Trade Secrets, registrations and applications for registration, issuances, extensions and renewals, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such laws and all associated goodwill associated

therewith and the associated Business, income, royalties or payments due or payable with respect thereto, and the right to sue and collect damages for past, present and future infringements, misappropriations or violations, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

4. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, papers, forms, and authorizations and take such further actions as Assignee may reasonably request to secure, complete, or vest in Assignee full right, title, and interest in and to the Titan Labs Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Siegel Oil Co., LLC

By _____
Name: Donald A. Siegel
Title: President and CEO

ASSIGNEE

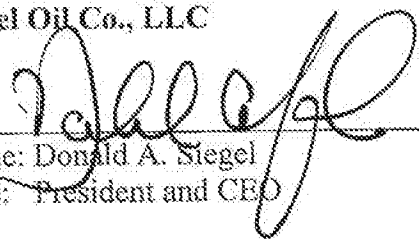
West Direct Labs, LLC

By  _____
Name: Walter J. McNamara
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Siegel Oil Co., LLC

By  _____
Name: Donald A. Siegel
Title: President and CEO

ASSIGNEE

West Direct Labs, LLC

By _____
Name: William J. McNamara, Jr.
Title: President and Secretary

SCHEDULE A

Titan Labs Intellectual Property

Trade/Service Mark	Goods/Services	Serial No.	Filing Date	Reg. No.	Reg. Date
TITAN	Antifreeze/Coolant and automatic transmission fluid for motor vehicles (Class 1) Lubricants for motor vehicles (Class 4) Windshield washer fluids (Class 3)	73/805,783	June 12, 1989	1,680,889	Mar. 31, 1992
TITAN	Fluid analysis, testing, and interpretation of used oil, coolants, and fuel but not for use in downhole applications pertaining to explorations for oil, gas, steam, or minerals (Class 37) Testing and analysis of motor oils to detect the presence of contaminants, metals, water, and antifreeze and the preparation of and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants. (Class 42) TITAN	75/520,419	July 13, 1998	2,418,585	Jan. 9, 2001
TITAN LABORATORIES	Fluid analysis, testing, and interpretation of used oil, coolants, and fuel (Class 37) Testing and analysis of motor oils to detect the presence of contaminants, metals, water, and antifreeze and the preparation of and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants. (Class 42) TITAN LABORATORIES	75/520,417	July 13, 1998	2,342,453	April 18, 2000
TITAN CHECKUP	Testing and analysis of motor oils to detect the presence of contaminants, metals, water, and antifreeze and the preparation of and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants. (Class 42)	75/520,418	July 13, 1998	2,466,880	July 10, 2001
TITAN TESTED	Testing and analysis of motor oils to detect	75/520,415	July 13,	2,516,081	Dec. 11,

	the presence of contaminants, metals, water, and antifreeze and the preparation of and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants. (Class 42)		1998		2001
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