

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maeser Master Services, LLC		11/07/2017	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Maeser Services Corporation		
Street Address:	550 South Dixie Hwy, Suite 300		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33146		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4346866	M	
Registration Number:	4449992	MAESER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.214		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/08/2017		
Total Attachments: 4			
source=Maeser Trademark Assignment#page1.tif			
source=Maeser Trademark Assignment#page2.tif			

OP \$65.00 4346866

source=Maeser Trademark Assignment#page3.tif
source=Maeser Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into on November 7, 2017 (“**Effective Date**”), by and between Maeser Services Corporation, a Delaware corporation (“**Services Acquisition**”), and Maeser Master Services, LLC, a Kentucky limited liability company (“**MMS**”), pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Services Acquisition, MMS, and certain other parties (the “**Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, for good and value consideration paid to MMS pursuant to the Purchase Agreement, the full receipt and sufficiency of which is hereby acknowledged, MMS and Services Acquisition agree as follows:

1. Trademark Assignment. As of the Closing, MMS hereby perpetually, irrevocably and unconditionally assigns, transfers, and conveys to Services Acquisition all of its right, title, and interest in and to the trademarks set forth on **Exhibit A** (the “**Trademarks**”), including all intellectual property rights in the Trademarks, whether such rights are registered or not, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Trademarks.

2. Additional Actions. At any time after the Closing, at Services Acquisition’s request and expense, Company will execute and deliver to Services Acquisition such other instruments and documents, and take such other actions, as Services Acquisition may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

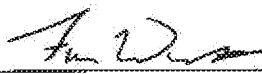
3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

4. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and Exhibit A hereto, constitute the entire agreement and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

[Remainder of Page Left Blank Intentionally – Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be made and executed by duly authorized officers.

MAESER SERVICES CORPORATION

By: 
Name: Forest Wester
Title: Executive Vice President

MAESER MASTER SERVICES, LLC

By: _____
Name: Melissa Wilson
Title: Managing Member

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be made and executed by duly authorized officers.

MAESER SERVICES CORPORATION

By: _____
Name:
Title:

MAESER MASTER SERVICES, LLC

By: Melissa R. Wilson
Name: Melissa Wilson
Title: Managing Member

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

Mark	Country	Class	Registration No.	Registration Date	Status
M & DESIGN	USA	037	4346866	June 4, 2013	LIVE
MAESER	USA	037	4449992	December 17, 2013	LIVE