

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pohlig Bros., L.L.C.		08/14/2017	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pohlig Bros., LLC		
<b>Street Address:</b>	8001 Greenpine Road		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23237		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2015303	CENTURY	
<b>Registration Number:</b>	1144964	THE CENTURY BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	4747 Executive Dr.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	95082.00002		
<b>NAME OF SUBMITTER:</b>	Laura C. Yip		
<b>SIGNATURE:</b>	/Laura C. Yip/		
<b>DATE SIGNED:</b>	01/01/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this “**Assignment**”) is entered into, as of August 14, 2017, by and between Pohlig Bros., LLC, a Delaware limited liability company having a business mailing address at 8001 Greenpine Road, Richmond, VA 23237 (the “**Assignee**”), and Pohlig Bros., L.L.C., a Virginia limited liability company having a business mailing address at 504 Thrasher Street, Norcross, GA 30071 (the “**Assignor**”).

### RECITALS

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of August 14, 2017 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to transfer to Assignee certain intellectual property;

**WHEREAS**, Assignor is the exclusive owner of the trademarks set forth on Exhibit A and the domain names set forth on Exhibit B, both as further described below; and

**WHEREAS**, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor’s entire right, title and interest in and to such trademarks and domain names.

**NOW THEREFORE**, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase price to be paid by Assignee to Assignor under the Purchase Agreement and \$1.00, the receipt and sufficiency of which each party hereto hereby acknowledges, and intending to be legally bound hereby, the parties hereto agree as follows:

### AGREEMENT

**1. ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the trademarks set forth on Exhibit A, including all variations, modifications, and derivatives thereof, and any composite marks incorporating any of the foregoing (the “**Marks**”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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; (b) all of Assignor’s right, title, and interest in and to the domain names listed in Exhibit B (the “**Domain Names**”), together with the goodwill of the business symbolized by and associated with the Domain Names, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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; and (c) all rights to income, royalties, and license fees deriving from the Marks and Domain Names, all causes of actions, claims and rights to damages or profits, arising by reason of past, present and future infringement, or misappropriation of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

**2. ASSISTANCE.** Assignor agrees to perform, at Assignee's expense, all acts deemed reasonably necessary or desirable by Assignee to permit and assist Assignee or its successor or assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include executing additional documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense; and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper control and protection for the Marks and Domain Names and all applicable intellectual property rights. Without limiting the foregoing, Assignor will, upon Assignee's reasonable request, transfer (or accept a request to transfer) the Domain Names to an account and/or registrar of Assignee's choosing, unlock the Domain Names and provide Assignee with all applicable AUTH CODES. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Marks or Domain Names to Assignee hereunder, nor to permit or assist any third party to do so. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Marks or Domain Names, Assignor hereby irrevocably appoints Assignee as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

**3. GENERAL.**

**3.1 Governing Law.** This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

**3.2 Assignment.** Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

**3.3 Waiver; Amendment.** Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

**3.4 Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force

and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**3.5** Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

**3.6** Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**3.7** Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.


*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first set forth above.

**Pohlig Bros., LLC,**

a Delaware limited liability company

**(Assignee)**

Signature:  \_\_\_\_\_

Name: Scott A. Finegan

Title: Vice President and Secretary

**Pohlig Bros., L.L.C.,**

a Virginia limited liability company

(Assignor)

Signature:  \_\_\_\_\_

Name: Michael Gaffney

Title: Manager

**Exhibit A**

**U.S. Trademarks**

<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Trademark</u></b>
75005423	2015303	CENTURY
73185323	1144964	THE CENTURY BOX



**Exhibit B**

**Domain Names**

pohlig.com  
centuryboxes.com  
centuryboxes.net