

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463627

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900427732

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Genshield Field Services, LLC		09/29/2017	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	West Direct Equipment Savers, LLC
<b>Street Address:</b>	74 Maple Street
<b>City:</b>	Stoughton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02072
<b>Entity Type:</b>	Limited Liability Company: COLORADO

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87094547	GEN-SHIELD FIELD SERVICES LIFE · HEALTH·
<b>Serial Number:</b>	87051614	GEN-SHIELD

**CORRESPONDENCE DATA**

Fax Number: 6175572939

*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.*

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

<b>NAME OF SUBMITTER:</b>	Matthew J. Carey
<b>SIGNATURE:</b>	/Matthew J. Carey/
<b>DATE SIGNED:</b>	02/28/2018

**Total Attachments: 5**

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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 GenShield Field Services, LLC, a Colorado limited liability company ("Assignor"), and West Direct Equipment Savers, 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, Siegel Oil Co., LLC, a Delaware limited liability company ("SOC"), 1380 Management Company LLC, a Colorado limited liability company ("1380 Management") and Titan Terminal Railway Company, a Colorado corporation ("Titan" and together with SOC, 1380 Management and Assignor 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 to be conveyed hereunder to Assignee.

WHEREAS, Assignor desires to convey all of its rights, titles and interests in the Acquired Intellectual Property to Assignee, and Assignee desires to acquire all of Assignor's rights, titles and interests such Acquired 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 Acquired 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 Acquired Intellectual Property, including but not limited to such registered Acquired 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 Acquired Intellectual Property.

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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**

**GenShield Field Services, LLC**

By \_\_\_\_\_  
Name: Donald A. Siegel  
Title: Manager

**ASSIGNEE**

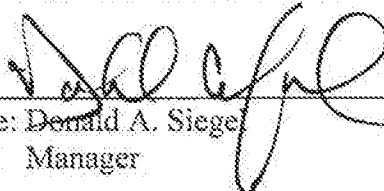
**West Direct Equipment Savers, LLC**

By Walter J. McNamara  
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**

**GenShield Field Services, LLC**

By  \_\_\_\_\_  
Name: Donald A. Siegel  
Title: Manager


**ASSIGNEE**

**West Direct Equipment Savers, LLC**

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

**SCHEDULE A**

**Acquired Intellectual Property**

Service Mark	Services	Serial No.	Filing Date	Reg. No.	Reg. Date
<p>GEN-SHIELD FIELD SERVICES LIFE · HEALTH · SAFETY · DATA</p> <p>West Direct Equipment Savers LLC</p>	<p>Fueling services for generators (Class 37)</p> <p>Fuel polishing, a type of treatment service, for generator fuels; filtration of fuel for generators (Class 40)</p> <p>Fluid analysis, testing, and interpretation of used oil, coolants, and fuel; testing and analysis of motor oils to detect the presence of contaminants, metals, water, and antifreeze and the preparation and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants (Class 42)</p> 	87094547	July 6, 2016		
<p>GEN-SHIELD West Direct Equipment Savers LLC</p>	<p>Fueling services for generators (Class 37)</p> <p>Fuel polishing, a type of treatment service, for generator fuels; filtration of fuel for generators (Class 40)</p> <p>Fluid analysis, testing, and interpretation of used oil, coolants, and fuel; testing and analysis of motor oils to detect the presence of contaminants, metals, water, and antifreeze and the preparation and furnishing to the customer of a written report summarizing the test results, including information as to the likely source of contaminants (Class 42)</p>	87051614	May 26, 2017		