

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463630

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900427741		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1380 Management Company LLC		09/29/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	West Direct Equipment Savers, LLC		
Street Address:	74 Maple Street		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2681237	EQUIPMENT SAVERS FLEET MAINTENANCE	
Registration Number:	2681236	EQUIPMENT SAVERS	
Registration Number:	3320743	EQUIPMENT SAVERS FLEET SERVICES	
Registration Number:	3320742	EQUIPMENT SAVERS FLEET SERVICES	
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:	02/28/2018		
Total Attachments: 5			
source=Trademark Assignment_Equipment Saver Pages#page1.tif			

source=Trademark Assignment_Equipment Saver Pages#page2.tif
source=Trademark Assignment_Equipment Saver Pages#page3.tif
source=Trademark Assignment_Equipment Saver Pages#page4.tif
source=Trademark Assignment_Equipment Saver Pages#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2017, is entered into by and between 1380 Management Company 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"), GenShield Field Services, LLC, a Colorado limited liability company ("GenShield") and Titan Terminal Railway Company, a Colorado corporation ("Titan" and together with SOC, GenShield 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).

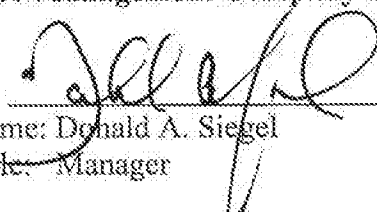
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed 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.

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

1380 Management Company LLC

By 
Name: Donald A. Siegel
Title: Manager

ASSIGNEE

West Direct Equipment Savers, LLC

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

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

1380 Management Company 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

SCHEDULE A

Acquired Intellectual Property

Service Mark	Services	Serial No.	Filing Date	Reg. No.	Reg. Date
EQUIPMENT SAVERS FLEET MAINTENANCE and Design	Maintenance, repair and fueling services for truck and construction vehicle fleets (Class 37) 	78/099,679	Dec. 21, 2001	2,681,237	Jan. 28, 2003
EQUIPMENT SAVERS	Maintenance, repair and fueling services for truck and construction vehicle fleets (Class 37)	78/099,673	Dec. 21, 2001	2,681,236	Jan. 28, 2003
EQUIPMENT SAVERS FLEET SERVICES and Design	Maintenance, repair and fueling services for truck and construction vehicle fleets (Class 37) 	78/766,233	Dec. 4, 2005	3,320,743	October 23, 2007
EQUIPMENT SAVERS FLEET SERVICES	Maintenance, repair and fueling services for truck and construction vehicle fleets (Class 37)	78/766,232	Dec. 4, 2005	3,320,742	October 23, 2007