

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smart Rhino Labs LLC		03/15/2018	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Randall-Reilly, LLC		
<b>Street Address:</b>	P.O. Box 2029		
<b>City:</b>	Tuscaloosa		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35403		
<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>	4484580	SMART RHINO LABS	
<b>Registration Number:</b>	4623511	GETTRUCKERJOBS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2054886267		
<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>Phone:</b>	205-521-8267		
<b>Email:</b>	devans@bradley.com		
<b>Correspondent Name:</b>	Donita Evans		
<b>Address Line 1:</b>	1819 Fifth Avenue North		
<b>Address Line 2:</b>	Bradley Arant Boult Cummings LLP		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	0R1117-SRL2		
<b>NAME OF SUBMITTER:</b>	Donita Evans		
<b>SIGNATURE:</b>	/donita evans/		
<b>DATE SIGNED:</b>	03/27/2018		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of March 15, 2018, is by and between **Smart Rhino Labs LLC**, a Utah Limited Liability Company (the “Assignor”), and **Randall-Reilly, LLC**, a Delaware limited liability company (the “Assignee”), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), among the Assignor, the Assignee (each a “Party” and collectively, the “Parties”), and the other parties thereto. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, effective as of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in, to and under all Proprietary Rights constituting Purchased Assets (including, without limitation, the Marks listed in **Appendix A** attached hereto), together with the goodwill of the Business in connection with which such Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for past infringements therefor.

The Assignor and the Assignee agree to execute, deliver and file such other documents and take such other actions as may be reasonably necessary or desirable to effect the purpose of this Assignment.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to amend, alter, modify, expand or diminish the terms set forth in the Purchase Agreement. In the event of any conflict, inconsistency or ambiguity between the provisions of this Assignment and of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and prevail.

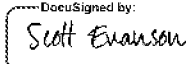
This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

Signature page follows.

**IN WITNESS WHEREOF**, the Assignee and the Assignor have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**SMART RHINO LABS LLC**

By:  \_\_\_\_\_  
Name: Scott Evanson  
Title: Manager

**ASSIGNEE:**

**RANDALL-REILLY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Assignment as of the date first written above.

ASSIGNOR:

SMART RHINO LABS LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

RANDALL-REILLY, LLC

By: Brent Reilly  
Name: Brent Reilly  
Title: President and CEO

*[Signature Page to IP Assignment Agreement]*

Appendix A

Proprietary Rights

Trademarks:

OWNER	TRADEMARK	SERIAL NO.	APP. DATE	REG. NO.	REG. DATE	GOODS/SERVICES
Smart Rhino Labs LLC	SMART RHINO LABS	85973317	2013-06-28	4484580	2014-02-18	Providing demand creation and lead generation activities and services
Smart Rhino Labs LLC	GETTRUCKERJOBS.COM	86062022	2013-9-11	4623511	2014-21-10	Providing demand creation and lead generation activities and services