

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462783

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SMG General Partners | | 02/19/2018 | Partnership: DELAWARE |
| Aramark Facilities Management, Inc. | | 02/19/2018 | Corporation: DELAWARE |
| FMG Partners | | 02/19/2018 | Partnership: ILLINOIS |
| SMG 2 LLC | | 02/19/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SMG General Partners | | |
| Street Address: | 300 Conshohocken State Road | | |
| City: | Conshohocken | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19428 | | |
| Entity Type: | Partnership: PENNSYLVANIA | | |
| Composed Of: | <ul style="list-style-type: none"> • SMG Holdings I, LLC, DELAWARE, Limited Liability Company • SMG Holdings II, LLC, DELAWARE, Limited Liability Company | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3424671 | K'NEKT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6106401965 | | |
| <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> | | | |
| Email: | trademarks@stradley.com | | |
| Correspondent Name: | Kevin R. Casey | | |
| Address Line 1: | 30 Valley Stream Parkway | | |
| Address Line 4: | Malvern, PENNSYLVANIA 19355 | | |
| NAME OF SUBMITTER: | Allison Z. Gifford | | |
| SIGNATURE: | /allison z gifford/ | | |
| DATE SIGNED: | 02/21/2018 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective the 19 day of February, 2018 by SMG General Partners, a Pennsylvania general partnership, composed of partners Aramark Facilities Management, Inc., a Delaware corporation, FMG Partners, an Illinois partnership, and SMG 2 LLC, a Delaware limited liability company ("Assignor"), and SMG General Partners, a Pennsylvania general partnership, composed of partners SMG Holdings I, LLC, a Delaware limited liability company and SMG Holdings II, LLC, a Delaware limited liability company ("Assignee");

WHEREAS, Assignor is the sole owner of the Transferred Trademark identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademark; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in, to, and under the Transferred Trademark.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own 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, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademarks Office to transfer all registrations and applications for the Transferred Trademark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademark.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademark hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

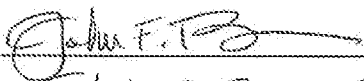
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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

ASSIGNOR

Dated: Feb 19, 2018

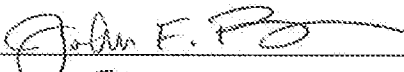
SMG General Partners, composed of Aramark Facilities Management, Inc., FMG Partners, and SMG 2 LLC

By: 
Name: JOHN F. BURNS
Title: Exec VP + CFO

ASSIGNEE

Dated: Feb 19, 2018

SMG General Partners, composed of SMG Holdings I, LLC and SMG Holdings II, LLC

By: 
Name: JOHN F. BURNS
Title: Exec VP + CFO

SCHEDULE A

TRANSFERRED TRADEMARK

U.S. Registration:

| Mark: | Goods: | Registration No./ Registration Date: |
|--------|---|---|
| k'nekt | Customer service in the field of event and facility management. | 3,424,671 May 6, 2008 |