

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474471

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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 |
| HMS Global Maritime, Inc. | | 04/26/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HMS Global Maritime, LLC | | |
| Street Address: | 222 Pearl Street | | |
| City: | New Albany | | |
| State/Country: | INDIANA | | |
| Postal Code: | 47150 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5309862 | HMS GLOBAL MARITIME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8122072645 | | |
| <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: | 8122072643 | | |
| Email: | jwalker@hmsgm.com | | |
| Correspondent Name: | Justin Walker | | |
| Address Line 1: | 222 Pearl Street | | |
| Address Line 4: | New Albany, INDIANA 47150 | | |
| NAME OF SUBMITTER: | Justin Walker | | |
| SIGNATURE: | /Justin Walker/ | | |
| DATE SIGNED: | 05/17/2018 | | |
| Total Attachments: 4 | | | |
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| source=TM Assignment Agreement HMS Global Maritime#page2.tif | | | |
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OP \$40.00 5309862

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made effective as of this 26th day of April, 2018 (the “Effective Date”), by and between HMS Global Maritime, Inc., a Delaware corporation with an address at 115 E. Market Street, New Albany, IN 47150 (“Assignor”), and HMS Global Maritime, LLC, a Delaware Limited Liability Company with an address at 222 Pearl Street, New Albany, IN 47150 (“Assignee”).

WHEREAS, Assignor is the owner of certain registered trademarks described on the attached Schedule 1 (the “Trademarks”).

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Trademarks, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the total sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest held by Assignor in the Trademarks, including without limitation:
 - a. All goodwill appertaining to and symbolized by the Trademarks, as required by 15 U.S.C. §1060 or analogous laws in other jurisdictions;
 - b. The rights of Assignor in and to any pending applications to register and resulting registrations for the Trademarks; and
 - c. Any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Assignor may have against or be able to recover from any third party, whether known or unknown, resulting from or arising out of such third party’s past, present, and future infringement of the Trademarks.
2. **Further Assurances.** At the written request and expense of Assignee, Assignor will sign such documents and take such actions that Assignee deems reasonably necessary to perfect, protect, and more fully evidence Assignee’s rights in the Trademarks.
3. **Recording.** Assignor hereby authorizes and requests that the United States Patent and Trademark Office and any other appropriate United States governmental agency record this Agreement.

4. Miscellaneous.

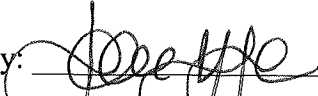
- a. Binding Effect.** This Agreement will be binding on the parties and their respective representatives, successors, and permitted assigns, and will inure to their benefit.
- b. Severability.** The provisions of this Agreement are independent of each other, and the invalidity or unenforceability of any term, clause, or provision hereof shall not affect the validity or enforceability of any other term, clause, or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from this Agreement.
- c. Modification and Waiver.** This Agreement shall not be amended or modified except in a writing signed by all parties. No waiver by any of the parties of any breach or default of any of the provisions of this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.
- d. Governing Law.** This Agreement is governed by the laws of the State of Delaware, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement.
- e. Jurisdiction and Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in the State of Delaware. Each party consents and submits to the exclusive jurisdiction and venue of any state or federal court located in the State of Delaware.

[No further text on this page; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first written above.


ASSIGNOR

HMS Global Maritime, Inc.

By: 
Name: John W. Wagsoner
Title: President, CEO & Treasurer

ASSIGNEE

HMS Global Maritime, LLC

By: 
Name: John W. Wagsoner
Title: President & CEO

SCHEDULE 1

Trademarks

| Trademark | Jurisdiction | Serial No. Registration No. | Filing Date Registration Date | Status |
|---------------------|---------------------|--|--|---------------|
| HMS Global Maritime | U.S. Federal | 87350875 5309862 | 02/27/17 10/17/17 | Registered |
| HMS Global Maritime | Delaware | N/A 346202 | 10/05/10 10/05/10 | Registered |
| HMS Global Maritime | Indiana | 2010-0494 N/A | 08/30/10 09/30/10 | Registered |