

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474684

<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>
Global Shop Solutions, Inc.		05/08/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prismier, LLC		
<b>Street Address:</b>	10216 Werch Drive, Ste. 118		
<b>City:</b>	Woodridge		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60517		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86910688	WE SIMPLIFY YOUR MANUFACTURING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dlevine@rmczlaw.com		
<b>Correspondent Name:</b>	Daniel M. Levine		
<b>Address Line 1:</b>	55 W. Monroe St., Ste. 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Daniel M Levine		
<b>SIGNATURE:</b>	/DML/		
<b>DATE SIGNED:</b>	05/18/2018		
<b>Total Attachments: 3</b>			
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source=Prismier-WE SIMPLIFY YOUR MANUFACTURING Assignment (May 2018)#page2.tif			
source=Prismier-WE SIMPLIFY YOUR MANUFACTURING Assignment (May 2018)#page3.tif			

OP \$40.00 86910688

# EXHIBIT A: Trademark Assignment Agreement

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "TM Agreement") is made as of May \_\_, 2018 ("Effective Date"), by and between **Global Shop Solutions, Inc.**, a Texas corporation having an address at 975 Evergreen Circle, The Woodlands, Texas 77380 ("Global Shop" or "Assignor"), and **Prismier, LLC**, an Illinois limited liability company having an address at 10216 Werch Drive, Ste. 118, Woodridge, Illinois 60517 ("Prismier", or "Assignee"). Hereinafter, Global Shop and Prismier may be referred to as a "Party", and collectively as the "Parties."

WHEREAS, Assignor owns the entire right, title and interest in and to U.S. trademark Ser. No. 86910688 ("Global Shop Trademark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Global Shop Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, conveys, assigns, and transfers to Assignee all right, title, and interest in and to the Global Shop Trademark, together with all goodwill, proceeds, royalties, income, payments (including without limitation damages and payments for past or future infringements and misappropriations of the marks and all rights to sue for past, present and future infringement or misappropriations of the Global Shop Trademark), and other elements, indicia and incidents of ownership related thereto and to the business, goods and services symbolized thereby, and all Registrations issuing thereof,


2. Assignor hereby retains any and all liability to a third party, damages, or other payments due from, arising from, or resulting from its use of the Global Shop Trademark prior to Effective Date and shall indemnify and hold Assignee harmless from same,

3. Assignor covenants that it will take any and all actions that may be necessary, desirable, convenient or appropriate for securing, completing, evidencing, confirming, and vesting in the Assignee full right, title, and interest in the mark and its related property.

4. This TM Agreement shall be permitted to be filed with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has duly executed before a notary public and delivered this Assignment to Assignee, as of the day and year first above written.

**Global Shop Solutions, Inc.,**

By: 

STATE OF TEXAS }

} SS.1

COUNTY OF MONTGOMERY }

On the 8<sup>th</sup> day of May in the year 2018, before me, the above signed, personally appeared, BARRY G. KEENE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity for himself or for the corporation or other entity upon behalf of which the individual acted, and that by his signature on the instrument he did so execute the instrument.

Sworn to before me this 8<sup>th</sup>

day of May 2018.

Jayland Keene  
Notary Public

