

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MW2, LLC		08/02/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Swift-Train Company, LLC		
Street Address:	2500 Agnes Street		
City:	Corpus Christi		
State/Country:	TEXAS		
Postal Code:	78469		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5455301	GROUND CONTROL	
Serial Number:	87121353	GROUND CONTROL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William S. Fultz		
Address Line 1:	Parker Poe Adams & Bernstein LLP		
Address Line 2:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	160085		
NAME OF SUBMITTER:	William S. Fultz		
SIGNATURE:	/wsf/		
DATE SIGNED:	08/06/2018		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOODWILL

This Assignment of Trademark and Accompanying Goodwill (this "Assignment") is made by and between MW2, LLC, a California limited liability company ("Assignor"), and Swift-Train Company, LLC, a Texas limited liability company ("Assignee"), effective as of the 2nd day of August, 2018 ("Effective Date").

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the trademark (the "Mark") that is the subject of the registration shown on Exhibit A hereto (the "Registration") as well as the pending application shown on Exhibit A hereto (the "Application"), and Assignee is desirous of acquiring all of Assignor's rights in and relating to the Mark throughout the world, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, and with the intention of being legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in and to the Mark (including without limitation the Registration and all renewals thereof, and the Application and any registration to issue therefrom) and all common law rights in the Mark, together with the goodwill symbolized thereby, and together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) any and all interests, claims, and rights for damages and profits by reason of any past infringement or unauthorized use of the Mark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Mark, use of confusingly similar marks or names by others, and all other related causes of action and the right to sue therefor, whether accruing before, on, or after the date hereof.

2. Further Acts. Each party shall perform all reasonable additional acts, including without limitation executing any additional documents that may be required in Assignee's reasonable discretion in order to transfer all of Assignor's rights, title, and interest in and to the Mark and/or the rights appurtenant thereto to Assignee, its successors, or assigns. In addition, Assignee shall be entitled to record promptly this Assignment with the United States Patent and Trademark Office.

3. Governing Law. This Assignment shall be interpreted in accordance with the laws of the State of Texas and the United States of America. The parties hereby agree that any disputes, controversies, or differences arising out of or in connection with this Assignment that cannot be settled by mutual agreement shall be resolved exclusively by the state or federal courts of the State of Texas.

4. Counterparts; Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This Assignment may be signed by a signature delivered by e-mail or other electronic image, which shall bind the party so signing.

5. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be worldwide in scope. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended, or otherwise changed in any manner except in writing executed by each of the parties hereto. If any provision of this Assignment shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. Each of the parties hereto represents, warrants, and agrees that the individual

reviewing and executing this Assignment on its behalf has been duly authorized and empowered by the party to do so.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date indicated above to be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

MW2, LLC

SWIFF-TRAIN COMPANY, LLC

By: *M. J. Wenst*

By: _____

Printed Name: MICHAEL WENST

Printed Name: _____

Title: MANAGING DIRECTOR/GENERAL MANAGER

Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date indicated above to be effective as of the Effective Date.

ASSIGNOR:

MW2, LLC

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

~~SWIFF-TRAIN COMPANY, LLC~~

By: Shane Callaway

Printed Name: Shane Callaway

Title: CEO

Exhibit A

Issued U.S. Registration

Mark	Jurisdiction	Reg. No.	Reg. Date
GROUND CONTROL	USA	5,455,301	4/24/2018

Pending U.S. Application

Mark	Jurisdiction	Ser. No.	Filing Date
GROUND CONTROL	USA	87121353	7/29/2016

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