

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Suddath Companies		10/03/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Telescio, LLC		
Street Address:	815 South Main Street		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32207		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5463538	TELESCIO	
Registration Number:	5463537		
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:	9049551977		
Email:	fdutra@wilsondutra.com		
Correspondent Name:	Fernando Dutra		
Address Line 1:	7643 Gate Parkway, Ste 10489		
Address Line 4:	Jacksonville, FLORIDA 32256		
NAME OF SUBMITTER:	Fernando Dutra		
SIGNATURE:	/Fernando Dutra/		
DATE SIGNED:	10/05/2018		
Total Attachments: 3			
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OP \$65.00 5463538

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(Registration Numbers 5,463,537 and 5,463,538)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 3, 2018, is made by The Suddath Companies (“**Assignor**”), a Florida corporation, located at 815 South Main Street, Jacksonville, Florida 32207, in favor of Telescio, LLC (“**Assignee**”), a Delaware limited liability company, with a location at 815 South Main Street, Jacksonville, Florida, 32207.

Assignor agrees to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office.

The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):
 - (a) the trademark registrations set forth on Schedule 1 and all related issuances, extensions, and renewals (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) 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;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date of this IP Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date of this IP Assignment, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor.

TRADEMARK

REEL: 006465 FRAME: 0154

Intellectual Property Assignment Agreement
Suddath-Telescio

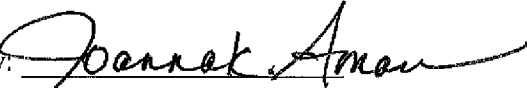
3. Warranty. Assignor warrants that Assignor has not knowingly conveyed to others any right in said Assigned IP or any license to use the same or to make, use or sell anything embodying or utilizing any of Assigned IP, and that Assignor has good right to assign the same to Assignee without encumbrance.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).


Assignor has duly executed and delivered this IP Assignment as of the date first written above.

ACCEPTED AND AGREED:

The Suddath Companies (Assignor)

Telescio, LLC (Assignee)

By: 

By: 

Name: Joanna Aman

Name: Jacqueline Thorlakson

Title: Vice President, Chief Compliance Officer

Title: Vice President, Associate General Counsel

Address for Notices:

815 South Main Street
Jacksonville, FL 32207

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815 South Main Street
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SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO.	REG. DATE	CLASS NO.	TYPE	SERIAL NO.	FILING DATE
Telescio	5,463,538	May 08, 2018	09	Principal	87-610574	Sept. 15, 2017
			035			
			039			
			042			
Telescio Logo	5,463,537	May 08, 2018	09	Principal	87-610571	Sept. 15, 2017
			035			
			039			
			042			