

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul E. Robey and Associates, Inc.		10/26/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	P.T. International LLC		
Street Address:	1817 Westinghouse Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2430926	IPTCI	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		
DATE SIGNED:	10/26/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment Agreement**”), dated as of October 26, 2018, is entered into by and between Paul E. Robey and Associates, Inc., a Minnesota corporation (the “**Assignor**”), and P.T. International LLC, a North Carolina limited liability company (the “**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of October 9, 2018, by and among the Assignor, the Assignee and Paul T. Robey (the “**Purchase Agreement**”).

PREAMBLE

Pursuant to the terms and conditions of the Purchase Agreement, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept all of the Assignor’s right, title and interest in and to all Intellectual Property related to the Business, including all of the Assignor’s rights to the Company IP listed on Exhibit A attached hereto (collectively, the “**Assigned Intellectual Property**”). The Assignee wishes to acquire, and the Assignor wishes to transfer all right, title and interest in and to the Assigned Intellectual Property. Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

In accordance with the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee all right, title and interest in and to the Assigned Intellectual Property, together with the goodwill of the Business in connection with which the Assigned Intellectual Property is used and with any and all renewals and extensions of the registrations for the Assigned Intellectual Property that may be secured under any applicable law now in effect.

The Assignor will provide to the Assignee, its successors, assigns or other legal representatives all reasonable cooperation and assistance without cost to Assignor (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of the Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Intellectual Property and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including testifying as to any facts relating to the Assigned Intellectual Property or this IP Assignment Agreement; and
- (ii) in the implementation or perfection of this IP Assignment Agreement.

Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

This IP Assignment Agreement (a) will be governed by and construed and enforced in accordance with internal laws of the State of Minnesota without giving effect to conflict of laws principles and (b) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be

deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement 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 Agreement.

[signature page follows]

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PAUL E. ROBESY AND ASSOCIATES, INC.

By:  _____

Name: Paul T. Robey

Title: President

P. T. INTERNATIONAL LLC

By: _____

Name: Darin Davenport

Title: Chief Executive Officer

TRADEMARK

REEL: 006467 FRAME: 0343

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PAUL E. ROBEY AND ASSOCIATES, INC.

By: _____
Name: Paul T. Robey
Title: President

P.T. INTERNATIONAL LLC

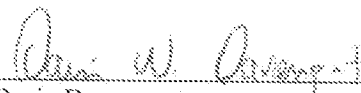
By:  _____
Name: Darin Davenport
Title: Chief Executive Officer

Exhibit A
Company IP

Trademarks

Trademark	Owner	Application No.	Registration No.	Registration Date
IPTCI	Paul E. Robey & Associates, Inc. DBA IPTCI CORPORATION	75/750,983	2430926	02/27/2001

Domain Names

www.iptci.com