

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANKS & COLLINS INVESTMENTS, INC. D/B/A SUPER SHRED		12/03/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	VITAL HOLDINGS, LLC		
Street Address:	868 Mt. Moriah		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3910506	SUPER SHRED	
Registration Number:	3910507	SUPER SHRED	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon White/WRYP, LLP		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	23768.006		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/dew/		
DATE SIGNED:	12/03/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of December 3, 2018, by and between **BANKS & COLLINS INVESTMENTS, INC. D/B/A SUPER SHRED**, a North Carolina corporation ("Assignor"), and **VITAL HOLDINGS, LLC**, a Tennessee limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties." All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 28, 2018 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all Intellectual Property Rights used, held for use or owned by Assignor in connection with the Business, including, without limitation, all applications, registrations and renewals for Assignor's (a) trademarks, service marks, trade dress, trade names and logos, including without limitation, the trademark registrations identified on Schedule 1 attached hereto and incorporated herein by reference; (b) copyrights, including all applications, registrations and renewals, and works of authorship, whether or not copyrightable; (c) inventions, patents and patent applications, and all reissues, continuations, continuations-in-part, revisions, divisional, extensions, and reexaminations in connection therewith; and (d) websites and internet domain name registrations, including, without limitation, the domain name identified on Schedule 2 attached hereto and incorporated herein by reference (collectively, the "Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Agreement to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning and evidencing the assignment of the Intellectual Property and all goodwill related to or symbolized by such Intellectual Property from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the agreements, representations and warranties and covenants set forth herein and those set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, titles, and interests in and to the Intellectual Property, in any jurisdiction throughout the world, together with the goodwill of the Business symbolized by the Intellectual Property, including, without limitation, all rights to collect royalties, income and proceeds in connection therewith, all rights to sue for past, present and future infringement, ~~misappropriation or dilution thereof or other conflict therewith, and all rights to recover damages or lost profits in connection therewith, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.~~ This Agreement is absolute, exclusive and irrevocable.

2. Further Assurances. At any time on or after the date of this Agreement, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Agreement with applicable registrars and/or government agencies. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens relating to the Intellectual Property and all legal equivalents as may be known or accessible to Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this Agreement but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern. Nothing contained herein will limit, amend or reduce the rights of Assignor or Assignee provided for in the Purchase Agreement.

4. Entire Agreement. This Agreement, the Purchase Agreement and any other agreement, document or instrument executed and delivered in connection with the Purchase Agreement contain the entire understanding of the Parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, conveyances or undertakings other than those expressly set forth herein or therein.

5. Amendment; Waiver. No amendment or waiver of any provision of this Agreement will be valid unless the same will be in writing and signed by each of the Parties. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver.

6. Governing Law. This Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

7. Successors and Assigns. This Agreement and all of the covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties, will bind and inure to the benefit of the respective heirs, successors and assigns of the Parties whether so expressed or not. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person other than the Parties and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

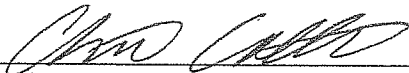
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedules Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

BANKS & COLLINS INVESTMENTS, INC.
D/B/A SUPER SHRED,
a North Carolina corporation

By: 
Name: Christopher Howell Collins
Title: Chief Executive Officer

ASSIGNEE:

VITAL HOLDINGS, LLC,
a Tennessee limited liability company

By: VRC COMPANIES, LLC, its sole member

By: _____
Name: Frederick D. Palo
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:


BANKS & COLLINS INVESTMENTS, INC.
D/B/A SUPER SHRED,
a North Carolina corporation

By: _____
Name: Christopher Howell Collins
Title: Chief Executive Officer

ASSIGNEE:

VITAL HOLDINGS, LLC,
a Tennessee limited liability company

By: VRC COMPANIES, LLC, its sole member

By:  _____
Name: Frederick D. Palo
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

REGISTERED TRADEMARKS

1. Service Mark Registration Number 3,910,506 for SUPER SHRED registered on January 25, 2011.

Trademark Electronic Search System (TESS)

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SUPER SHRED

Word Mark SUPER SHRED
Goods and Services IC 040, US 100 103 106, G & S: Destruction of waste and trash; Document destruction; Recycling. FIRST USE: 19991117. FIRST USE IN COMMERCE: 19991117

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85024940

Filing Date April 28, 2010

Current Basis 1A

Original Filing Basis 1A

Published for Opposition November 9, 2010

Registration Number 3910506

Registration Date January 25, 2011

Owner (REGISTRANT) Banks & Collins Investments, Inc. DBA Super Shred CORPORATION
NORTH CAROLINA 2410 United Drive Greenville NORTH CAROLINA 27834

Attorney of Record Mark W. Ishman

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SHRED" APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL-2(F)

Affidavit Text SECT 15. SECT 8 (6-YR).

Live/Dead Indicator LIVE

<http://tmsearch.uspto.gov/bin/showfield?f=doc&state=4806:ru2v6r.3.2>

11/9/2018

[Schedule 1 to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006492 FRAME: 0897

2. Service Mark Registration Number 3,910,507 for SUPER SHRED registered on January 25, 2011.

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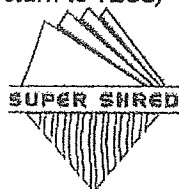
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Word Mark SUPER SHRED
Goods and Services IC 040. US 100 103 106. G & S: Destruction of waste and trash; Document destruction; Recycling.
FIRST USE: 19991117. FIRST USE IN COMMERCE: 19991117
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 20.03.09 - Pads, Writing; Paper, note; Paper, stacks of sheets; Tablets, paper
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters
Trademark ART-20.03 Paper goods; documents
Search Facility SHAPES-BAR-BANDS Designs with bar, bands or lines
Classification SHAPES-MISC Miscellaneous shaped designs
Code
Serial Number 85024949
Filing Date April 28, 2010
Current Basis 1A
Original Filing Basis 1A
Published for Opposition November 9, 2010
Registration Number 3910507
Registration Date January 25, 2011
Owner

<http://tmsearch.uspto.gov/bin/showfield?f=doc&state=4806:ru2v6r.3.1>

11/9/2018

[Schedule 1 to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006492 FRAME: 0898

(REGISTRANT) Banks & Collins Investments, Inc. DBA Super Shred CORPORATION NORTH CAROLINA 2410 United Drive Greenville NORTH CAROLINA 27834

Attorney of Record Mark W. Ishman
 Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SHRED" APART FROM THE MARK AS SHOWN
 Description of Mark Color is not claimed as a feature of the mark. The mark consists of a stylized stack of papers being shredded, with the tips of the papers fanned in four sheets at a 45 degree angle about two horizontal lines. The wording "SUPER SHRED" appears between the two lines and eight rectangles and two triangles resembling shredded paper appear under the lines.
 Type of Mark SERVICE MARK
 Register PRINCIPAL-2(F)-IN PART
 Affidavit Text SECT 15, SECT 8 (6-YR).
 Live/Dead Indicator LIVE
 Distinctiveness Limitation Statement As to "SUPER"

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 NEXT LIST FIRST DOC PREV DOC NEXT DOC LAST DOC

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SCHEDULE 2

DOMAIN NAME

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
supershred.net		

25731246.1

[Schedule 2 to Intellectual Property Assignment Agreement]