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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southway Crane & Rigging, LLC		12/04/2018	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	TNT Crane & Rigging, INC.
Street Address:	925 South Loop West
City:	Houston.
State/Country:	TEXAS
Postal Code:	77054
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4940642	SOUTHWAY CRANE & RIGGING LLC

CORRESPONDENCE DATA

Fax Number: 9122340997
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.
 Phone: 9122340995
 Email: ddemott@mcdm-law.com
 Correspondent Name: M. Drew DeMott
 Address Line 1: 33 Bull Street, Suite 203
 Address Line 4: Savannah, GEORGIA 31401

NAME OF SUBMITTER:	Drew DeMott
SIGNATURE:	/mdrewdemott/
DATE SIGNED:	12/06/2018

Total Attachments: 6

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OP \$40.00 4940642

TRADEMARK AND DOMAIN NAME AGREEMENT

This agreement (the "Agreement") is by and between Southway Crane & Rigging, LLC ("Party") and TNT Crane & Rigging, Inc. ("TNT") and is effective as of December 4, 2018 (the "Effective Date").

WHEREAS, Party is the owner, or claims to be the owner, of certain trademarks identified in Exhibit A (the "Trademarks") and of certain domain names identified in Exhibit A (the "Domain Names");

WHEREAS, pursuant to the Consent Judgment and Permanent Injunction [Doc. 45] entered November 20, 2018, Party has consented to assign the Trademarks and transfer the Domain Names to TNT, who desires to receive them;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Party irrevocably assigns, grants and transfers to TNT, all of Party's right, title, and interest in and to the Trademarks, including, but not limited to, all common law rights, trade name rights, analogous use rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks and the right to sue third parties for and recover damages and/or profits for past and future infringement of the Trademarks, the same to be held and enjoyed by TNT for its own use and enjoyment and the use and enjoyment of its successors, assigns, subsidiaries, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Party if this assignment had not been made (the "Assignment").

To the extent that Party is seeking to perfect the ownership of the Trademarks and Party's ownership of the Trademarks has not been perfected by the Effective Date, Party agrees to promptly assign ownership of the Trademarks to TNT, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Party further agrees to take all steps necessary to promptly expedite any perfection of its ownership in and to the Trademarks. Party hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to TNT as owner of all right, title and interest therein, or otherwise as TNT may direct, in accordance with the terms of the Assignment.

2. Domain Names Transfer. Party irrevocably transfers and assigns to TNT all of Party's right, title and interest in and to the Domain Names (the "Transfer").

3. Execution and Delivery. Upon TNT's request, Party agrees that it will provide further cooperation and take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to

any material fact or thing and including the Transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto TNT the full right, title and interest in and to the Trademarks and Domain Names and to protect and enforce the Trademarks.

4. Representations and Warranties. Party represents and warrants that Party owns and has the full right to convey the entire right, title and interest herein assigned; Party has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; execution of this Agreement and performance of Party's obligations hereunder shall not violate or conflict with any other agreement to which Party is a party or provision of Party's Operating Agreement; all registrations for Trademarks and Domains are currently valid and subsisting and in full force and effect; Party has not licensed the Trademarks to any other person or entity or granted, whether expressly or impliedly, any trademark or service mark rights with respect to the Trademarks to any other person or entity; there are no liens or security interests against the Trademarks; that Party will not take any action, use any Trademarks or Domain Names, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. Disclaimer as to Value. TNT understands and agrees that Party has not made and is not making any representation, warranty, guarantee, or promise as to the tangible, intangible, or monetary value of the Trademarks or of the Domain Names. Party expresses no opinion as to the tangible, intangible, or monetary value of the Trademarks or of the Domain Names.

6. Representations Regarding Use of Content on Southwaycrane.net. TNT hereby represents and warrants that it will not use, in any form or fashion, any content that existed on the website with the Domain Name "www.southwaycrane.net" as it existed as of November 20, 2018, including, but not limited to, any text, photographs, and internal links. Notwithstanding the foregoing, nothing herein is intended to limit TNT's ability to use that Domain Name for any purpose allowed by law following expiration of the 180-day period referenced in Paragraph 6 of Consent Judgment and Permanent Injunction [Doc. 45], or to limit TNT's ability to use any of the Trademarks.

7. Miscellaneous.

- a. Assignment. TNT may assign this Agreement and any of its rights or obligations under this Agreement without the prior written consent of Party.
- b. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered

mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Party: Nell Barker
125 Turkey Trail
Fortson, GA 31808

with a copy to:

Joshua E. Swiger
Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
3344 Peachtree Drive, Suite 2400
Atlanta, GA 30326

If to TNT: Attn: Thi Tran
TNT Crane & Rigging, Inc.
925 South Loop West
Houston, TX 77054

with a copy to:

David A. Garland
M. Drew DeMott
Moore, Clarke, DuVall & Rodgers, P.C.
2829 Old Dawson Road
Albany, GA 31707

- c. Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- d. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Georgia without regard to the conflicts of law provisions thereof.
- e. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

- f. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- g. Entire Agreement. Upon execution by both parties, this Agreement along with the confidential Settlement Agreement and Release dated November 15, 2018, and the Consent Judgment and Permanent Injunction entered November 20, 2018, shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- h. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their successors and assigns, if any.
- i. Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by the Parties and copies of executed documents exchanged by email, and the Parties agree emailed copies of this Agreement containing the Parties' signatures shall be deemed sufficient and the same as original signatures.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

Southway Crane & Rigging, LLC ("Party")

Dated: 12-4-2018


Signature: 

Name: E. M. BARKER

Title: Manager

TNT Crane & Rigging, Inc. ("TNT")

Dated: Dec 4 2018

Signature: 


Name: Clarence Reynolds

Title: President



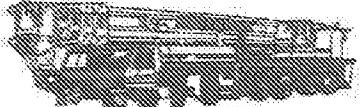
Exhibit A

1. Trademarks:

Registered

Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date	Class
Southway Crane & Rigging, LLC 	86698897	July 20, 2015	4940642	USA	April 19, 2016	037

Unregistered Trademarks and Tradenames

Mark
SOUTHWAY

SOUTHWAY CRANE & RIGGING

SOUTHWAY CRANE


2. Domain Names:

Southwaycrane.net

Southwaycraneandrigging.com