

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/02/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kawasaki Kisen Kaisha, Ltd.		01/02/2018	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Century Distribution Systems Incorporated		
<b>Street Address:</b>	4860 Cox Road		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3165219	VMS	
<b>Registration Number:</b>	3186606	VMS (VISIBILITY MANAGEMENT SYSTEM)	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104755767		
<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>			
<b>Phone:</b>	3104751025		
<b>Email:</b>	alison@markstarlaw.com		
<b>Correspondent Name:</b>	J. Alison Grabell		
<b>Address Line 1:</b>	10430 Wilshire Boulevard		
<b>Address Line 2:</b>	Suite 9		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90024		
<b>ATTORNEY DOCKET NUMBER:</b>	VMS US		
<b>NAME OF SUBMITTER:</b>	J. Alison Grabell		
<b>SIGNATURE:</b>	/J. Alison Grabell/		
<b>DATE SIGNED:</b>	11/12/2018		
<b>Total Attachments: 3</b>			

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**NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS  
AND POWER OF ATTORNEY**

This *Nunc Pro Tunc* Assignment of Trademarks and Power of Attorney (the "Assignment") is made effective as of January 2, 2018 (the "Effective Date"), as set forth in that certain Trademarks Transfer Agreement (the "Agreement") incorporated by reference herein and made a part hereof, by and between KAWASAKI KISEN KAISHA, LTD., a Japanese Corporation, with a registered office located at 8 Kaigan-dori, Chuo-ku, Kobe, Japan (the "Assignor") and CENTURY DISTRIBUTION SYSTEMS Incorporated, a Corporation organized under the laws of the State of New Jersey, United States of America, with a registered office located at 4860 Cox Road, Suite 210, Glen Allen, Virginia 23060, United States of America (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks identified in Exhibit A hereto (the "Trademarks") and the goodwill associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Trademarks pursuant to the Agreement and Exhibit A thereto.

WHEREAS, Assignor has full power and authority to enter into the Agreement and to grant this Assignment to Assignee;

WHEREAS, Assignee has full power and authority to enter into the Agreement and to receive this Assignment from Assignor.

NOW, THEREFORE, in acknowledgement of receipt of sufficient and adequate consideration therefor, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademarks, together with:

- 1) the goodwill of the business relating to the services in connection with which the Trademarks are used and for which they are registered;
- 2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages and payments for past or future infringements and misappropriations of the Trademarks; and
- 3) all rights to sue for past, present and future infringement or misappropriations of the Trademarks.

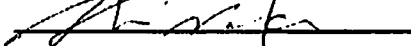
Assignor further covenants that it will take all actions that may be necessary for securing, completing or vesting in Assignee full right, title, and interest in and to the Trademarks and their related property.

Assignor grants power of attorney to Assignee to act on behalf of Assignor to effectuate the terms of this Assignment and to perfect the transfer of all rights in and to the Trademarks, and the goodwill associated therewith, to Assignee.

In witness whereof, Assignor and Assignee have duly executed this Assignment, as of the Effective Date.

**ASSIGNOR:**

**KAWASAKI KISEN KAISHA, LTD.**

By: 

Name: Atsushi Nakamura

Title: General Manager Legal Group

**ASSIGNEE:**

**CENTURY DISTRIBUTION SYSTEMS INCORPORATED**

By: 

Name: MARK GORMAN

Title: PRESIDENT - CENTURY DIVISION

**EXHIBIT A**

<b>VMS</b> <b>Cl. 35, 39, 42</b>	<b>Ser. No.</b> 78769533	<b>Reg. No.</b> 3165219
<b>VMS</b> <b>(VISIBILITY</b> <b>MANAGEMENT</b> <b>SYSTEM)</b> <b>Cl. 35, 39, 42</b>	<b>Ser. No.</b> 78791961	<b>Reg. No.</b> 3186606