

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Web Solutions, LLC		12/31/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	DX1, LLC		
Street Address:	150 Granby Street		
Internal Address:	c/o Dominion Enterprises		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23510		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4333528	TRAFFIC LOG PRO	
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:	4048156140		
Email:	miskowitz@ktslaw.com		
Correspondent Name:	Mark Iskowitz, Kilpatrick Townsend		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
NAME OF SUBMITTER:	Mark Iskowitz, Kilpatrick Townsend		
SIGNATURE:	/mji/		
DATE SIGNED:	12/13/2018		
Total Attachments: 22			
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INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

[REDACTED]

THIS INSTRUMENT OF ASSIGNMENT AND ASSUMPTION (this "Agreement") is made as of 11:59 pm Eastern on December 31, 2016 (the "Effective Time"), by and among DOMINION WEB SOLUTIONS, LLC, a Florida limited liability company ("Transferor"), DOMINION ENTERPRISES, a Virginia general partnership ("Dominion"), and DX1, LLC, a Virginia limited liability company ("Transferee").

RECITALS:

A. Transferor owns and operates the following businesses (collectively, the "Covered Businesses"): [REDACTED]

[REDACTED] (iii) "Traffic Log Pro", a business that provides customer relationship management software solutions and call center services to dealers (the "TLP Business").

B. Transferor also owns and operates several other significant businesses, [REDACTED]

[REDACTED] (collectively, the "Excluded Businesses").

C. Dominion is the sole member of both Transferor and Transferee.

D. Dominion and Transferor desire to separate the Covered Businesses from the Excluded Businesses by having (i) Transferor distribute to Dominion the assets of Transferor that Transferor uses or holds for use in the operation of the Covered Businesses, more specifically described and defined below as the Covered Assets, together with related liabilities and obligations, more specifically described and defined below as the Assumed Liabilities, (ii) Dominion accept the Covered Assets and assume the Assumed Liabilities, and (iii) Dominion subsequently contribute and assign to Transferee, as a contribution to capital, the Covered Assets and the Assumed Liabilities.

E. Transferor, Dominion and Transferee have adopted resolutions authorizing the separation and distribution of the Covered Businesses on and subject to the terms and conditions set forth below (the "Approved Transfer").

AGREEMENT:

NOW, THEREFORE, with the foregoing incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Transfer of Covered Assets. In furtherance of the Approved Transfer:

(a) Transferor does hereby irrevocably assign, transfer, convey and deliver to Dominion, its successors and assigns, and Dominion accepts from Transferor, all of Transferor's right, title and interest in, to and under the following (and solely the following) assets of Transferor (collectively, the "Covered Assets"):

(i) all tangible and intangible personal property assets of Transferor that are accounted for in Transferor's trial balance sheet for the Covered Businesses for the month ended December 31, 2016 (the "Carve-Out Trial Balance Sheet") (Transferor will finalize the Carve-Out Trial Balance Sheet and attach it as Exhibit A and will further list on Schedule 1 the fixed assets that are a part thereof);

(ii) in addition to the assets described in Section 1(a)(i), the following assets of Transferor relating to the Covered Businesses:

(A) the additional tangible personal property assets listed on Schedule 2;

(B) subject to Section 4, the following contracts, agreements, arrangements, leases and licenses, whether written or oral (collectively, the "Assigned Contracts"):

(1) each agreement under which any Covered Business [REDACTED], serves its respective customers;

(2) each agreement under which any Covered Business obtains products or services from a third party supplier or service provider, including principally the contracts listed in respect of [REDACTED] TLP Business on Schedules [REDACTED] 3-C, respectively;

(3) each agreement under which any Covered Business obtains services or employment-related covenants from its employees (which employees are listed on Schedule 4-A (each, a "Covered Employee")), including principally the agreements listed on Schedule 4-B;

(4) each agreement under which any Covered Business obtains services from a third party consultant, including principally the agreements listed on Schedule 5;

(5) each other contract, agreement, arrangement, lease, license or permit, whether written or oral, under which any Covered Business obtains a property or right that is used or held for use in, and is material to, the operation of that Covered Business;

(C) the following intellectual property assets, and all goodwill associated therewith, including licenses and sublicenses granted or obtained with respect thereto,

rights thereunder, remedies against infringements thereof, and rights to protection of interests therein, under the laws of all jurisdictions:

- (1) [REDACTED]
 - (2) the domain names, URLs and Internet websites listed on Schedule 7;
 - (3) the proprietary software of each Covered Business listed on Schedules 8-A, 8-B and 8-C, respectively, together with all passwords, source code, object code, data and documentation;
 - (4) subject to Section 4, each other intellectual property asset, and all goodwill associated therewith, that is used or held for use in, and is material to, the operation of any Covered Business, including licenses and sublicenses granted or obtained with respect thereto, rights thereunder, remedies against infringement thereof, and rights to protection of interests therein, under the laws of all jurisdictions;
- (D) all databases, lists and similar information technology assets, electronic or otherwise, and all component data elements thereof, that Transferor uses or holds for use, or is developing for use, in the operation of any Covered Business;
- (E) copies of all books and records (financial or otherwise) that Transferor uses or maintains in connection with the operation of any Covered Business (Transferor shall be entitled to retain a copy of such books and records for its internal corporate and tax purposes);
- (F) the telephone and facsimile numbers and e-mail addresses, and related access codes, that Transferor uses or holds for use in the operation of any Covered Business (including, without limitation, those used by Covered Employees);
- (G) the attorney-client privilege, attorney work-product protection and expectation of client confidence relating to legal counsel obtained by Transferor in connection with the operation of any Covered Business, whether internal or third party, and all information, documents and communications, whether written or oral, covered by such privilege or protection (to the extent such counsel was provided to Transferor in connection with the operation of any Covered Business (or multiple Covered Businesses), on the one hand, and any Excluded Business (or multiple Excluded Businesses), on the other hand, a joint privilege shall be maintained);
- (H) any and all claims and similar rights relating to the operation of any Covered Business and/or any Covered Asset, including, without limitation, refunds, claims against third parties, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment, expressly excluding any of the rights of Transferor under this Agreement;
- (I) all goodwill related to the Covered Businesses.

TO HAVE AND TO HOLD the Covered Assets and all right, title and interest therein, unto Dominion, its successors and assigns, for their exclusive use and benefit forever.

For the avoidance of doubt, Transferor is not distributing to Dominion any other assets of Transferor that are not covered by the definition of the Covered Assets. If any Exhibit or Schedule attached to this Agreement states that it has not been finalized before execution of the Agreement, the parties will work together to finalize each such Exhibit or Schedule within sixty (60) days of execution.

2. Assumed Liabilities. In furtherance of the Approved Transfer:

(a) Transferor does hereby assign to Dominion, and Dominion does hereby irrevocably assume and agree to pay, perform and discharge when due, the following (and solely the following) liabilities of Transferor (the "Assumed Liabilities"):

(i) the liabilities of Transferor that are accounted for in Transferor's Carve-Out Trial Balance Sheet for the Covered Businesses for the month ended December 31, 2016;

(ii) subject to Section 4, all obligations and liabilities arising under the Assigned Contracts; and

(iii) all obligations and liabilities that must be paid, performed or discharged in connection with the use or maintenance of any Covered Asset.

3. Contribution and Assignment to, and Assumption by, Transferee.

(a) Immediately after the actions described in Section 1 above (*i.e.*, the assignment of the Covered Assets to Dominion), Dominion does hereby irrevocably assign, transfer, convey and deliver to Transferee, its successors and assigns, and Transferee accepts from Dominion, all of Dominion's right, title and interest in, to and under the Covered Assets, TO HAVE AND TO HOLD the Covered Assets, for their exclusive use and benefit forever.

(b) Immediately after the actions described in Section 2 above (*i.e.*, the assumption of the Assumed Liabilities by Dominion), Dominion does hereby assign to Transferee, and Transferee does hereby irrevocably assume and agree to pay, perform and discharge when due, the Assumed Liabilities.

4. Handling of Shared Contracts and Consents. Notwithstanding anything to the contrary set forth in Section 1:

(a) Shared Contracts. If any contract of Transferor constitutes an Assigned Contract, but is shared in use by any Covered Business (or multiple Covered Businesses), on the one hand, and another business unit owned and operated by Transferor or one of its affiliates, on the other hand, then, subject to Section 4(b), the assignment effected hereunder shall be an assignment in part, with Transferor assigning to Dominion (and Dominion, in turn, assigning to Transferee) only the rights under the portion of the Assigned Contract pertaining to the Covered

Businesses, and Dominion (and, in turn, Transferee) assuming only the obligations and liabilities under the Assigned Contract pertaining to the Covered Businesses; and

(b) Consents to Assignment. If any Assigned Contract may not be assigned in whole or in part without the consent or approval (a "Consent") of any third party (such a contract, a "Restricted Contract"), then (i) that Restricted Contract will not be deemed assigned to Dominion (and, in turn, to Transferee) until the Consent is obtained, (ii) Transferor, Dominion and Transferee will use their commercially reasonable efforts to obtain the Consent, and (iii) until the Consent is obtained, Transferor and Transferee will cooperate in reaching a mutually agreeable arrangement under which, to the extent reasonably practicable, (A) Transferee would obtain the benefits of, and assume the obligations under (and otherwise bear the burdens associated with), the Restricted Contract, in each case to the extent relating to the Covered Businesses, whether by subcontract, sublicense, sublease or otherwise, and (B) Transferor would, at Transferee's request and sole expense, enforce the portion of the Restricted Contract pertaining to the Covered Businesses on behalf of the Transferee; provided, however, (1) Transferor shall not be required to incur any material cost or expense to obtain the Consent, and (2) if the counterparty withholds Consent or will not acknowledge that Transferor shall not be responsible for the portion of the Restricted Contract pertaining to the Covered Businesses, then Transferor shall be entitled, without any liability to Transferee, to allow the Restricted Contract to expire or to otherwise terminate it in accordance with its terms.

5. Further Assurances.

(a) Each party covenants and agrees that it will, as often as reasonably requested to do so by the other party or its respective successors and assigns before the second anniversary of the date of this Agreement, execute, acknowledge and deliver such other instruments of conveyance, transfer and/or assumption, as appropriate, and take any other action as may reasonably be required to consummate or reflect the consummation of the transactions contemplated hereby, including, without limitation, (i) any actions by Transferor and/or Dominion as may be necessary or appropriate to more effectively assign, transfer, convey and deliver to (and vest in) Transferee, its successors and assigns, the Covered Assets, and (ii) any actions by Transferee as may be necessary or appropriate to more effectively assume and become responsible for the Assumed Liabilities. Without limiting the foregoing, if Transferee determines it is necessary or advisable to document the assignment of any of the Assigned Contracts through a separate instrument, each party agrees to execute and deliver the Confirmatory Assignment and Assumption of Contracts attached hereto as Exhibit B.

(b) If after the execution and delivery of this Agreement Transferee identifies any asset that was used or held for use by Transferor in connection with the operation of any Covered Business, but under the terms of Section 1(a) above does not expressly constitute a transferred Covered Asset, Transferor and Transferee will work in good faith to implement a commercially reasonable arrangement pursuant to which (i) Transferor shall be permitted to continue to use such asset in the operation of its businesses, while Transferee also shall be permitted, on a concurrent basis, to continue to use such asset in the operation of the Covered Businesses, and (ii) each party shall be responsible to pay, perform or discharge any obligations or liabilities that arise out of or result from its use of such asset.

6. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give to any third party any rights or remedies against any party hereto.

7. No Special Representations and Warranties. ALL TRANSFERS HEREUNDER OR PURSUANT HERETO ARE AND SHALL BE MADE ON AN "AS IS, WHERE IS" BASIS. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS IN EFFECT AT THE EFFECTIVE TIME IN ANY APPLICABLE JURISDICTION (OR SIMILAR FOREIGN LAWS) ARE HEREBY DISCLAIMED.

8. Entire Agreement. This Agreement, together with the Exhibits and Schedules, represents the complete understanding between the parties as to the subject matter hereof.

9. Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. In producing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the person against whom enforcement is sought.

11. Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.


12. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered in its name as of the Effective Time.


TRANSFEROR:

DOMINION WEB SOLUTIONS, LLC,
a Florida limited liability company

By: 
Guy R. Friddell, III
Vice President

DOMINION:

DOMINION ENTERPRISES,
a Virginia general partnership

By: 
Guy R. Friddell, III
Executive Vice President

TRANSFeree:

DX1, LLC,
a Virginia limited liability company

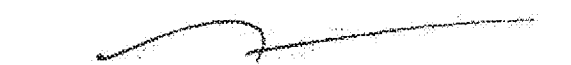
By: 
Guy R. Friddell, III
Vice President

EXHIBIT A

Carve-Out Trial Balance Sheet at December 31, 2016

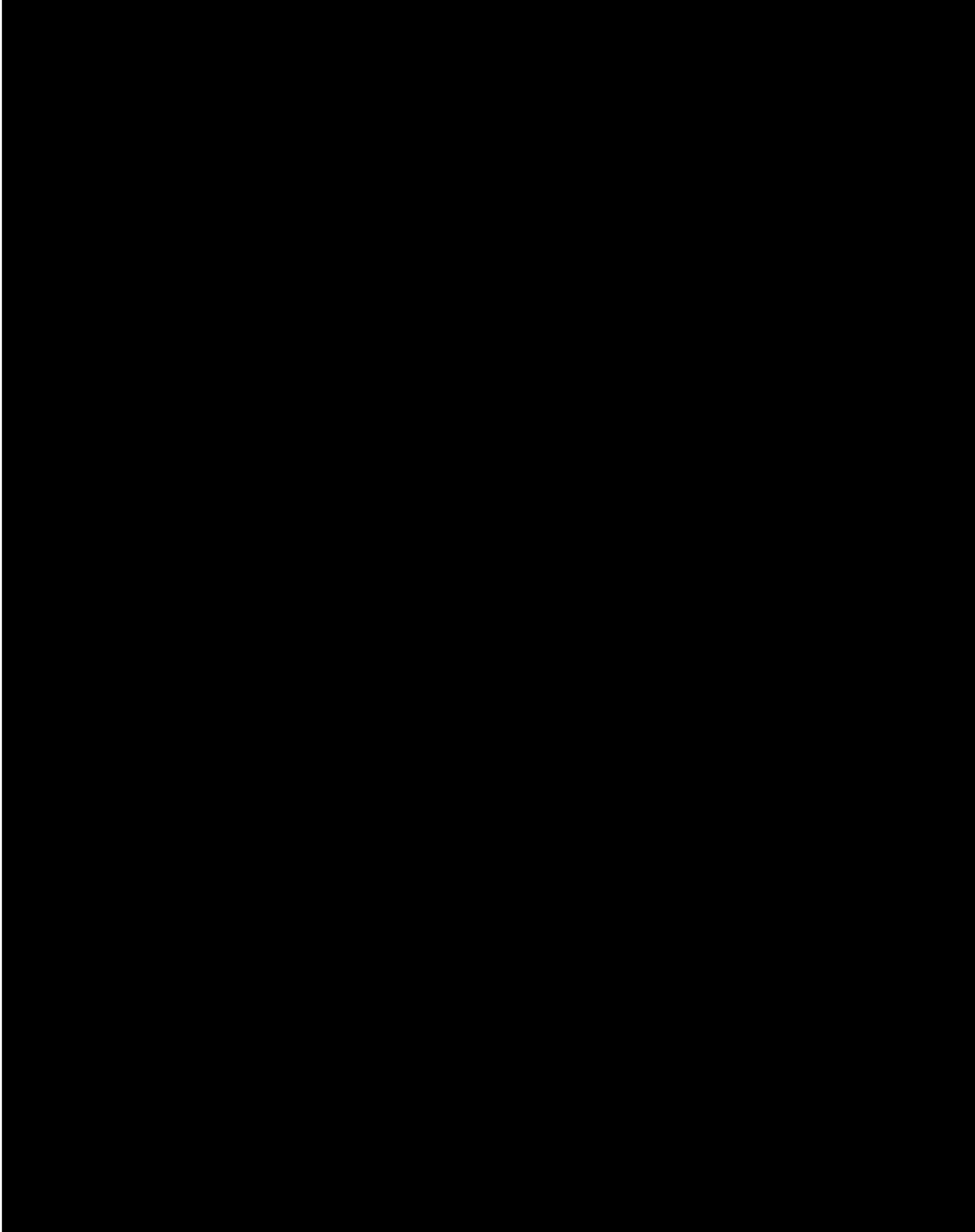


EXHIBIT B

Confirmatory Assignment and Assumption of Contracts

See attached.

Redacted

SCHEDULE 1

Fixed Assets Included in Covered Assets

See attached.

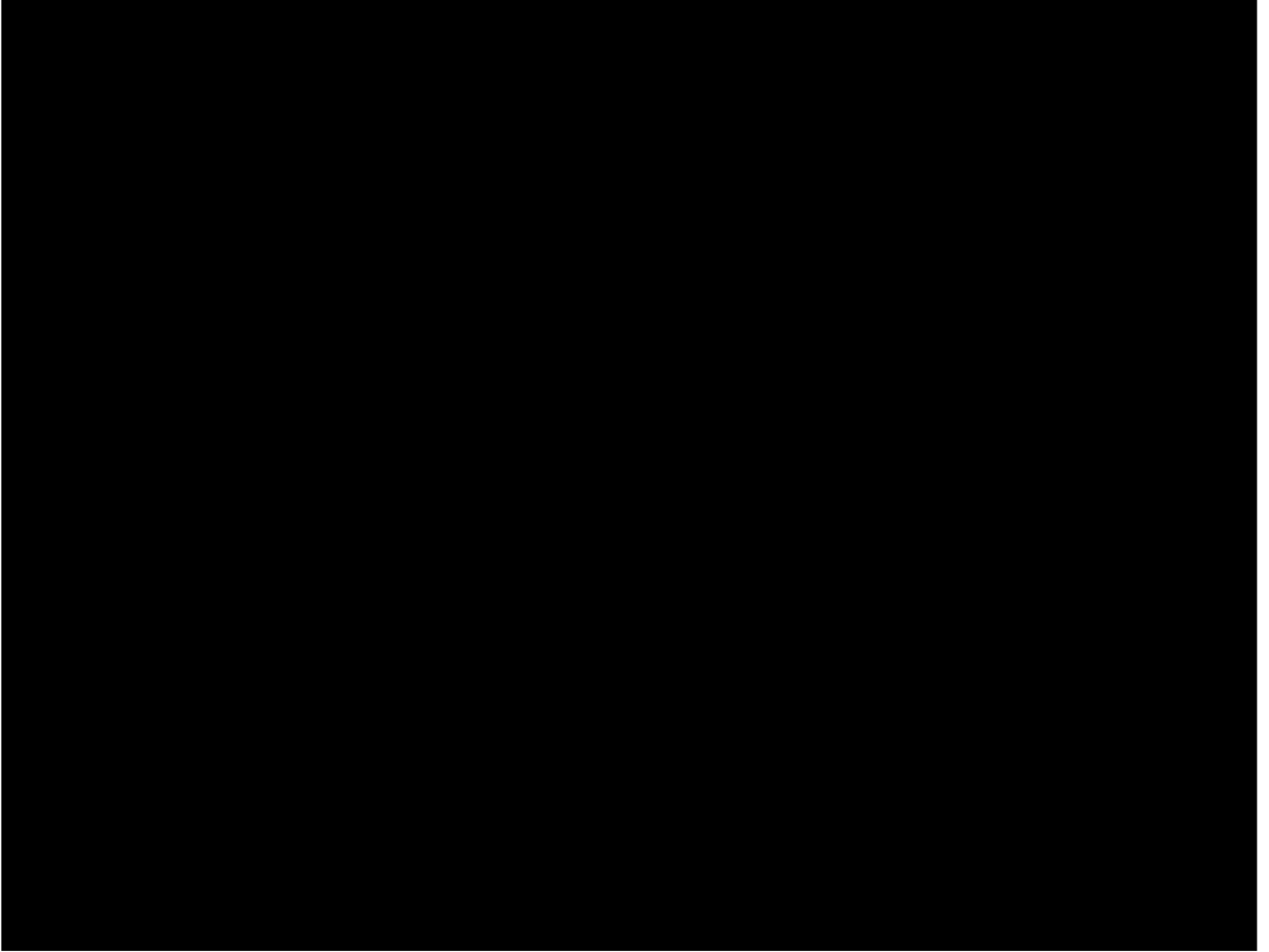
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SCHEDULE 2

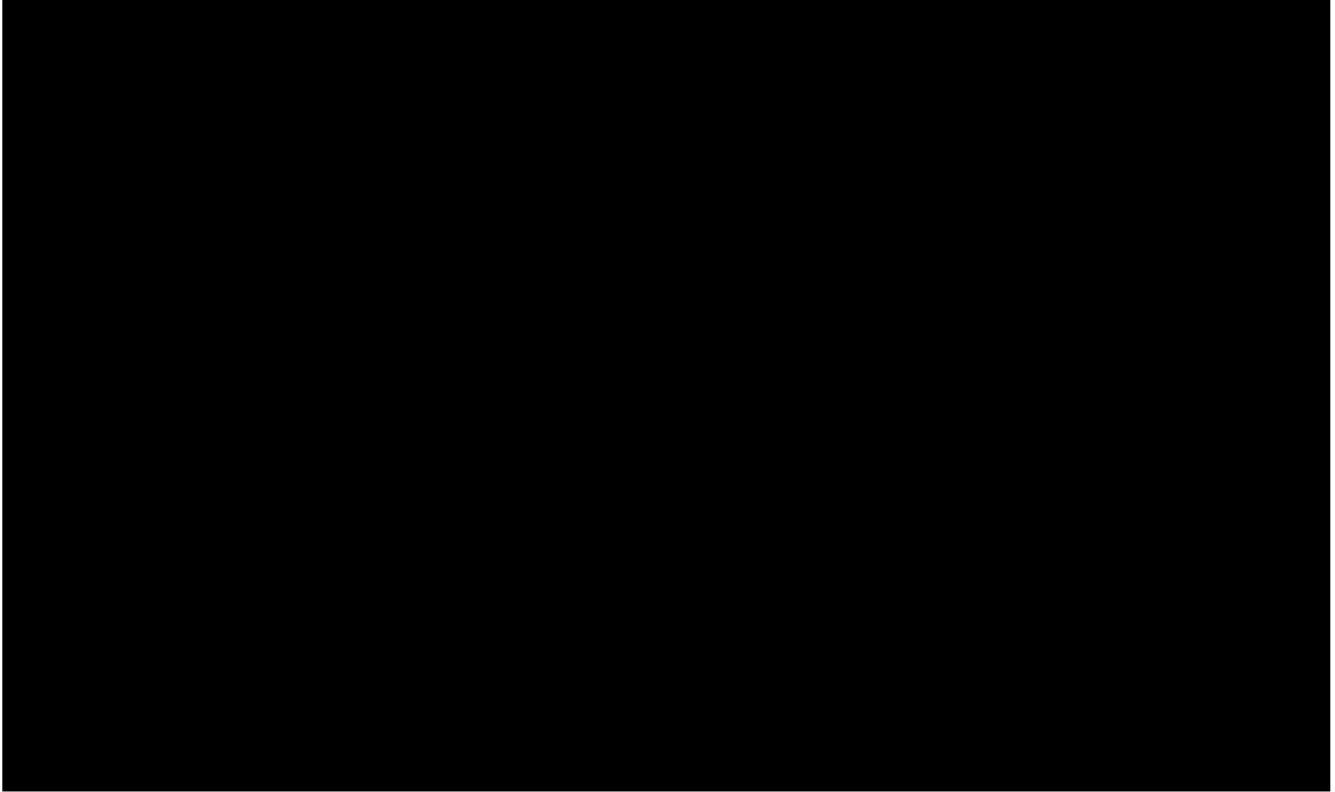
Additional Tangible Personal Property



SCHEDULE 3-A

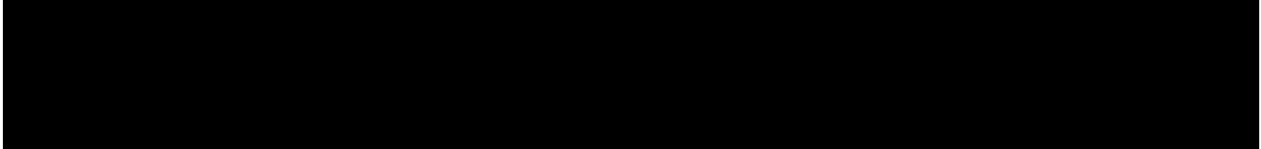


SCHEDULE 3-B



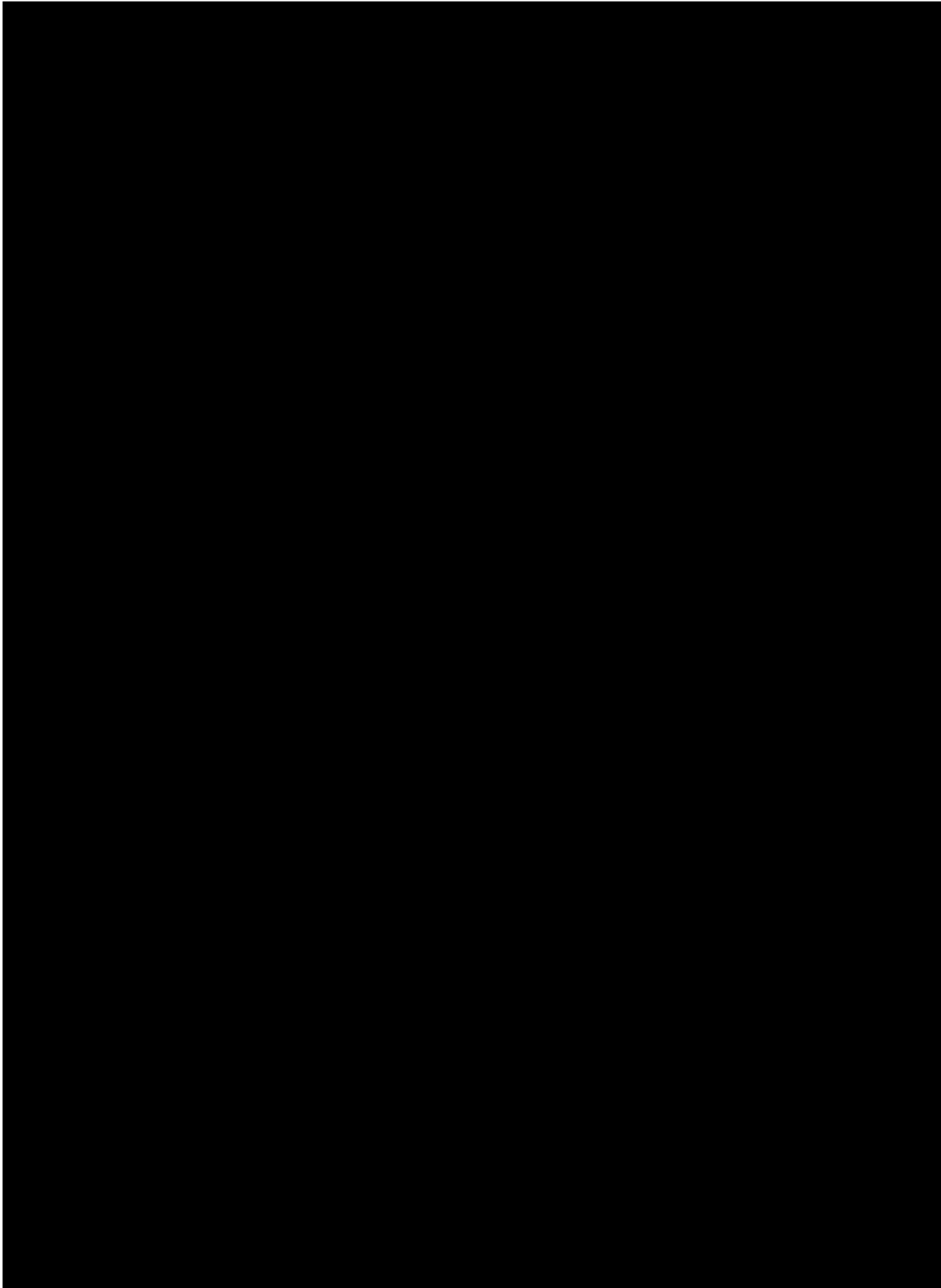
SCHEDULE 3-C

Supplier and Service Provider Contracts re: TLP Business



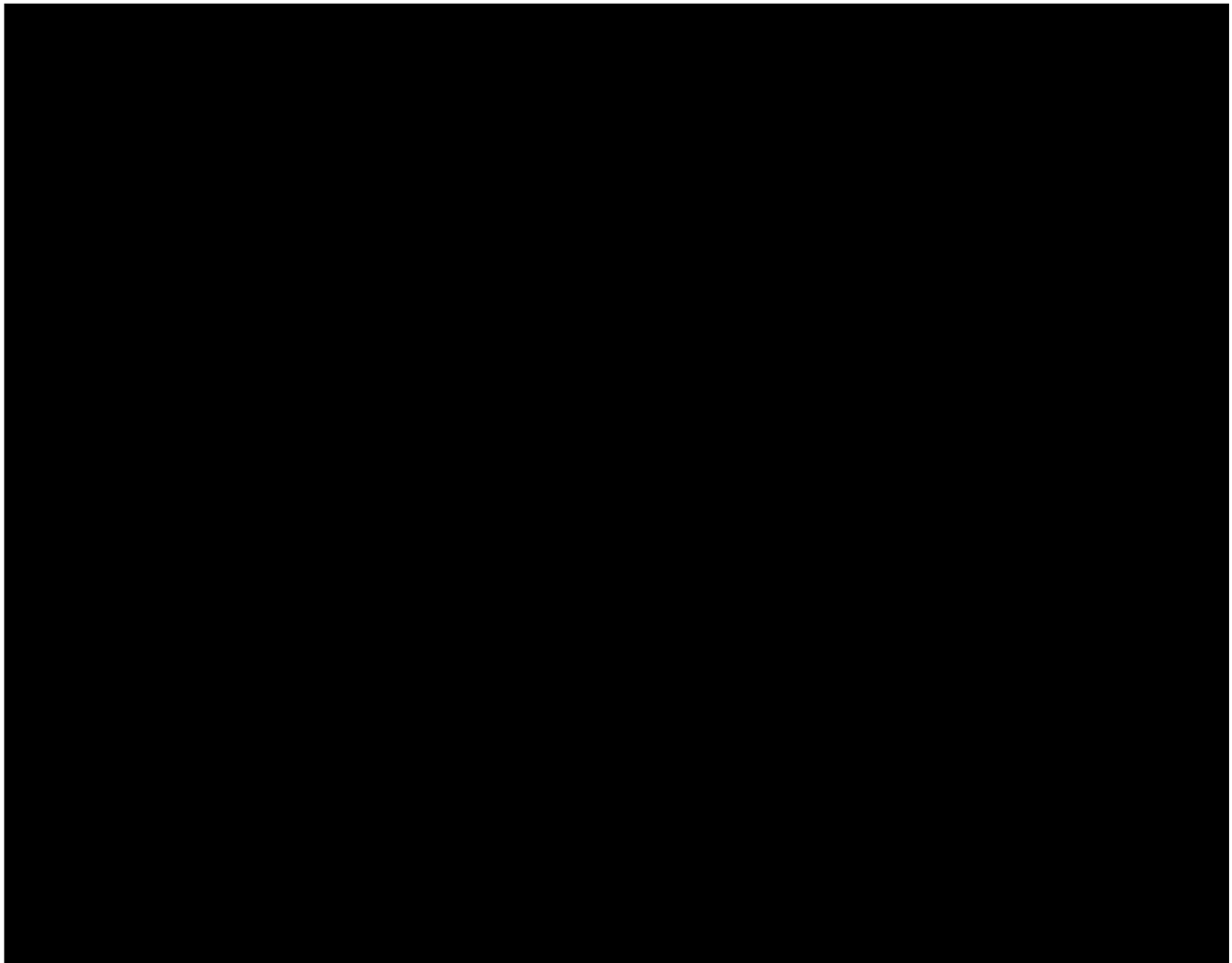
SCHEDULE 4-A

Covered Employees



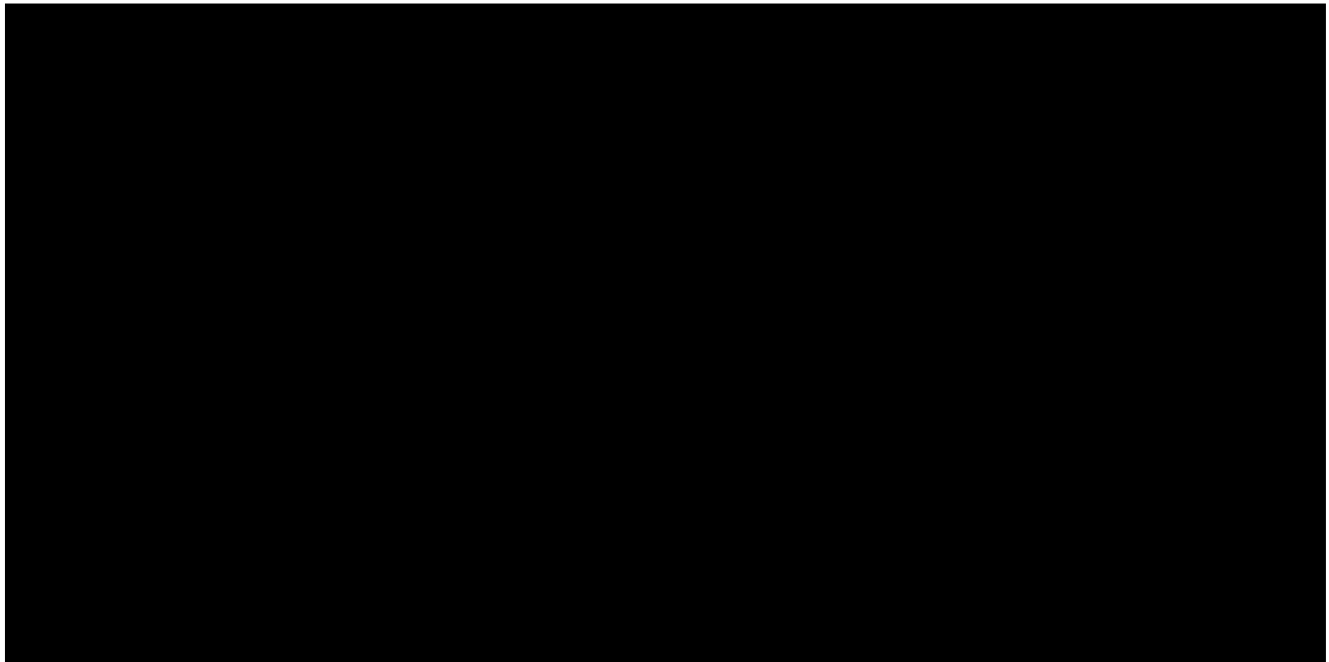
SCHEDULE 4-B

Employment and Employment-Related Agreements

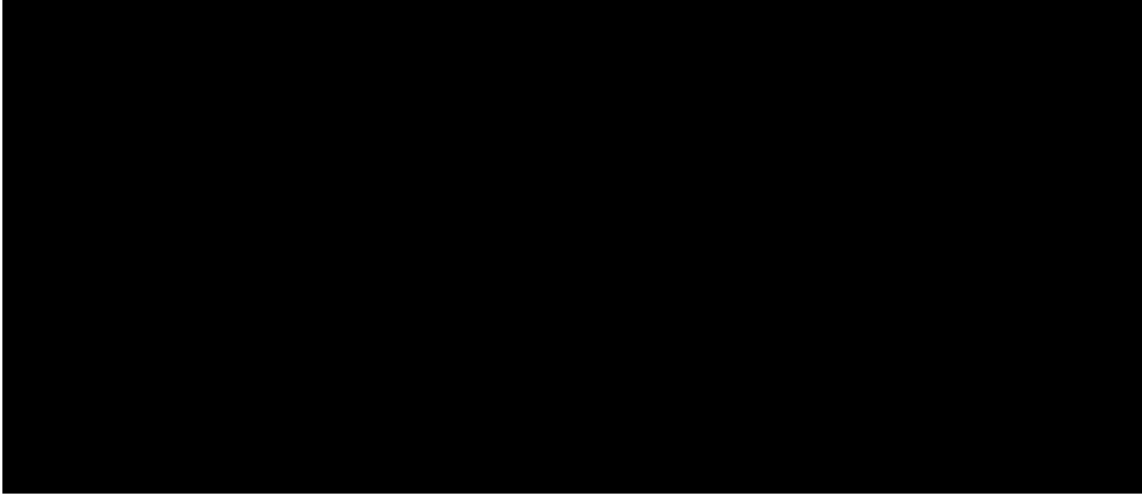


SCHEDULE 5

Consulting Agreements



SCHEDULE 6

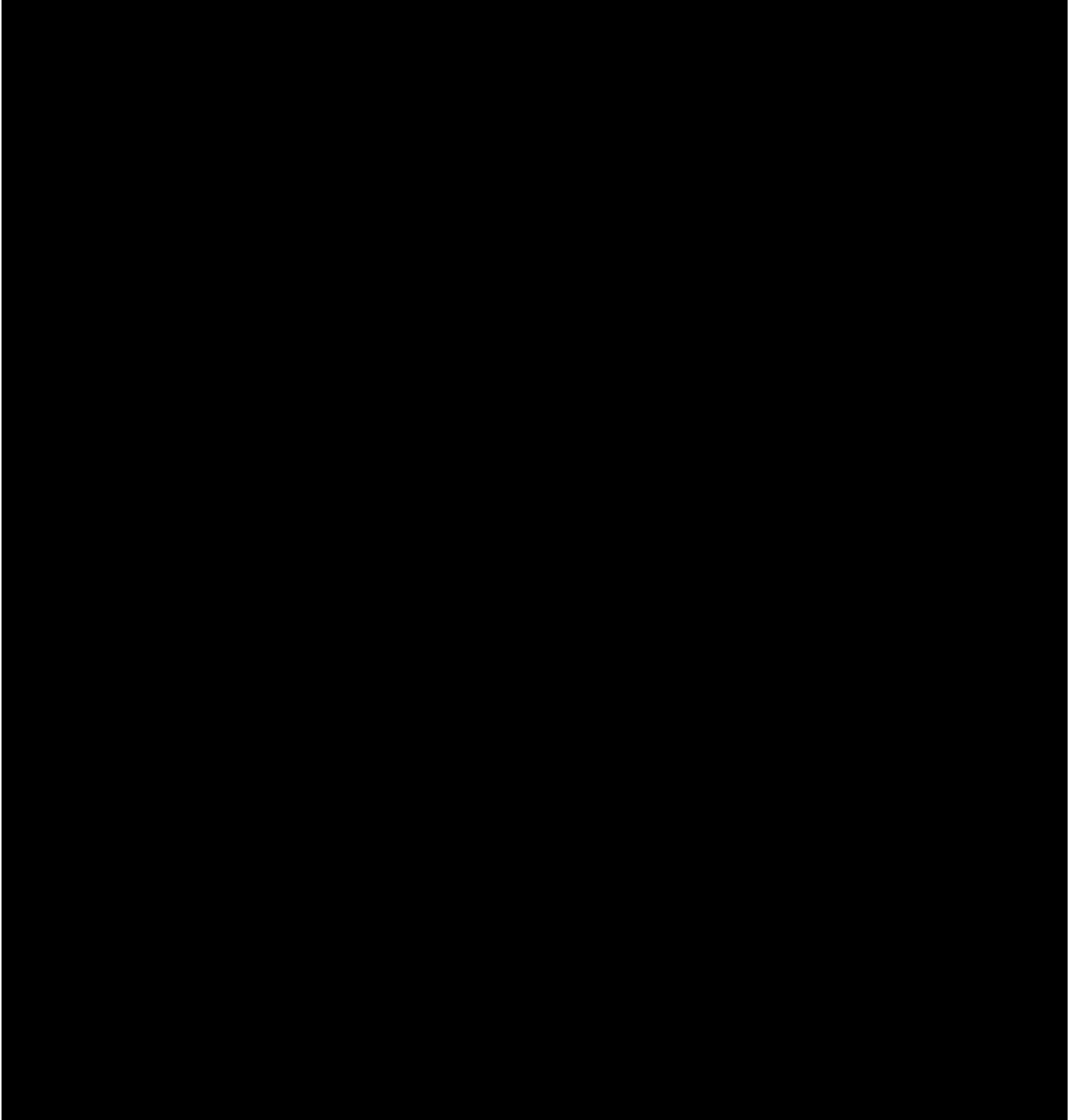


SCHEDULE 7

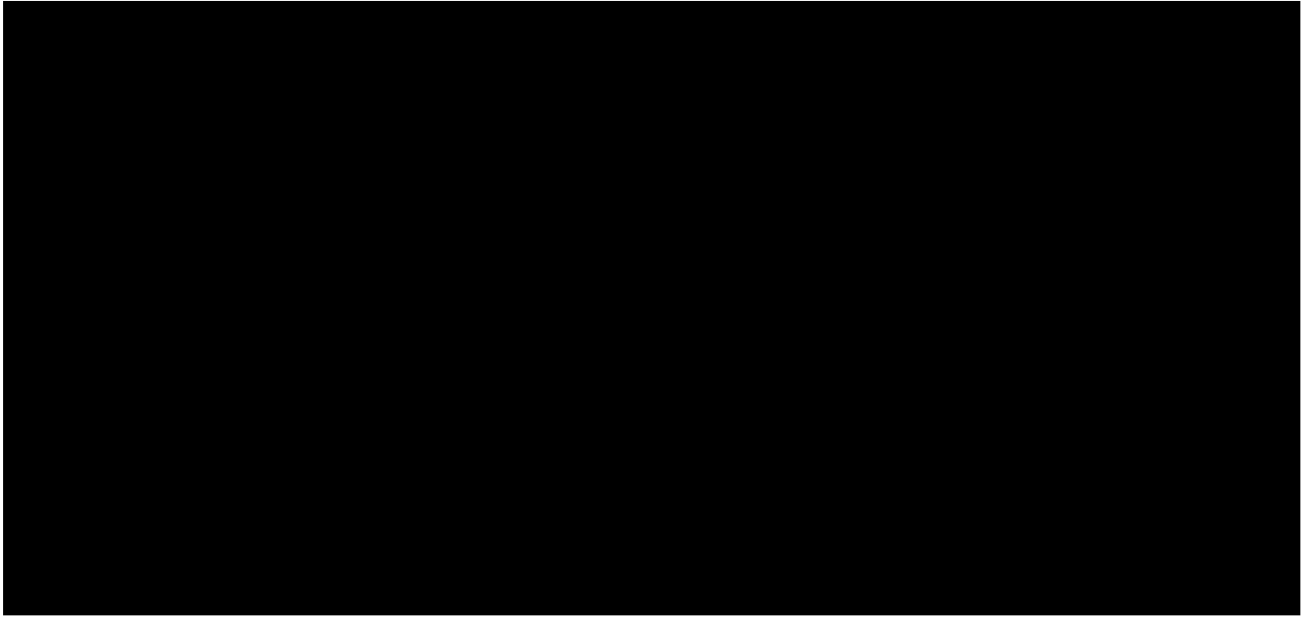
Domain Names, URLs and Internet Websites

Any rights or interests that Transferor may have to the following.

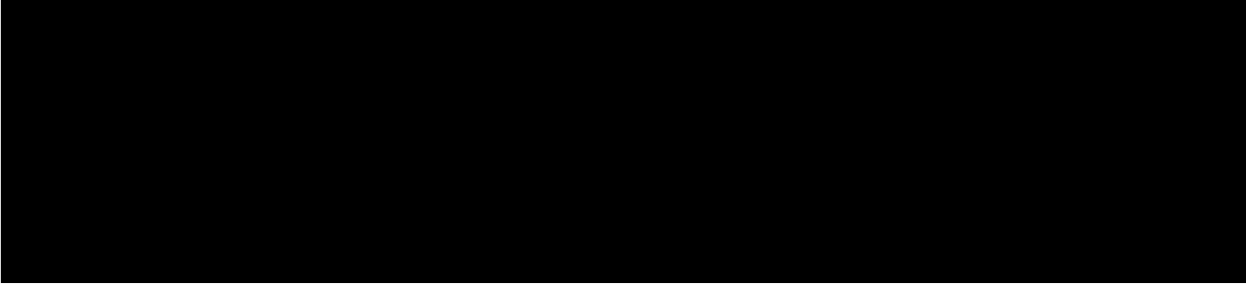
Domain Name	Associated Website	Registrant Organization (Owner)
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SCHEDULE 8-A



SCHEDULE 8-B



SCHEDULE 8-C

Proprietary Software of TLP Business

