TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM510766

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAS Worldwide SARL		12/28/2018	Private Limited Liability Company: LUXEMBOURG

RECEIVING PARTY DATA

Name:	JAS Worldwide Management, Inc.
Street Address:	6195 Barfield Road NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3994522	JAS FORWARDING WORLDWIDE
Registration Number:	4330224	JAS OIL&ENERGY
Serial Number:	88038908	JAS
Registration Number:	4033755	JAS ORBIS TOTAL SUPPLY CHAIN SOLUTION VI
Registration Number:	4236374	JAS PROJECTS

CORRESPONDENCE DATA

Fax Number: 4048738501

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: 404.873.8728

Email: trademarks@agg.com

Correspondent Name: Scott E. Taylor - Arnall Golden Gregory

Address Line 1: 171 17th Street NW

Address Line 2: **Suite 2100**

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Scott E. Taylor
SIGNATURE:	/Scott E. Taylor/
DATE SIGNED:	02/20/2019

Total Attachments: 13

source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page1.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page2.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page3.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page4.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page5.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page7.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page8.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page9.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page10.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page11.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page12.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page12.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page12.tif source=-Trademark Assignment Agreement (JAS Worldwide SARL - JAS Worldwide Management Inc.)#page12.tif

TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** ("Trademark Assignment") is made and entered into this 28th day of December, 2018 (the "Effective Date"), by and between JAS Worldwide SARL, a société à responsabilitié limitée (private limited liability company), duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugene Ruppert, L-2453 Luxembourg, Grand-Duchy of Luxembourg, and registered with the Luxembourg Registre de Commerce et des Sociétés (Trade and Companies Register) under number B 139.671 ("Assignor"), and JAS Worldwide Management, Inc., a corporation formed and existing under the laws of the State of Georgia, United States of America ("Assignee").

WHEREAS, Assignor desires to assign of all of its right, title, and interest that it has or may have in and to certain United States and foreign trademarks, as described herein, to Assignee subject to the terms specified herein; and

WHEREAS, Assignee desires to obtain an assignment of all of Assignor's right, title, and interest in and to such trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Contribution Agreements (as defined below), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all right, title, and interest that Assignor has or may have in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark

Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

- **3.** Consideration. In exchange for the assignment provided by Assignor under the terms of this Trademark Assignment, Assignee agrees to pay to Assignor the amount of Ten Dollars (USD \$10.00). This payment shall be in addition to other consideration provided to Assignor under this Trademark Assignment and the Contribution Agreements.
- 4. Enforceability and Waiver. If any clause, sub clause or other provision of this Trademark Assignment is held to be invalid, illegal or otherwise unenforceable, the remaining provisions of this Trademark Assignment will remain in full force. Failure or neglect by a party to enforce at any time, any of the provisions of this Trademark Assignment shall not be construed nor shall be deemed to be a waiver of that party's rights under this Trademark Assignment nor in any way affect the validity of the whole or any part of this Trademark Assignment nor prejudice that party's rights to take subsequent action.
- 5. Applicable Law, Jurisdiction, and Venue. This Trademark Assignment is governed by and shall be interpreted under the laws of the State of Georgia (USA) without regard to conflict of law principles. The parties agree that the federal and state courts situated within the State of Georgia (USA) shall have exclusive jurisdiction and venue for the resolution of any disputes concerning this Trademark Assignment. The Parties agree and consent to personal jurisdiction and venue in any federal or state court of competent jurisdiction situated within the State of Georgia (USA) for purposes of any dispute arising out of this Trademark Assignment, and expressly waive any objection that they might otherwise have to personal jurisdiction or venue in those courts.
- 6. Entire Agreement. This Trademark Assignment, along with (i) that certain Contribution Agreement, dated of even date herewith, by and between Assignor and JAS America Holding, Inc., a corporation formed and existing under the laws of the State of Georgia, United States of America, a wholly-owned subsidiary of Assignor and the parent company of Assignee ("JAH"), and (ii) that certain Contribution Agreement, dated of even date herewith, by and between JAH and Assignee (collectively, the "Contribution Agreements"), constitutes the entire agreement and understanding of Assignor and Assignee with respect to the Trademarks and the assignment thereof supersedes and terminates all prior commitments, arrangements, or understandings, both oral and written, if any, between Assignor and Assignee with respect to the Trademarks and the assignment thereof.
- 7. <u>Headings</u>. The headings appearing in this Trademark Assignment have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Trademark Assignment.

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8. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be an original, which together shall constitute one and the same instrument binding on the parties.

[Signatures on following page.]

- 3 -

IN WITNESS HEREOF, the parties hereto have affixed their signatures to this Trademark Assignment as of the Effective Date.

ASSIGNOR:

JAS Worldwide SARL
By: Marjorie Allo Type B manager
By:
ASSIGNEE:
JAS Worldwide Management, Inc.
By: Marco Rebuffi
Its President

12936155

IN WITNESS HEREOF, the parties hereto have affixed their signatures to this Trademark Assignment as of the Effective Date.

ASSIGNOR:

JAS Worldwide SARL

Ву:
Marjorie Allo
Type B manager
By: Jahna Imm
Name: Tahira Fum D
Its: Type A manager
ASSIGNEE:
JAS Worldwide Management, Inc.
By Mhun.
Marco Rebuffi
Its President

EXHIBIT 1

TRADEMARKS

See attached.

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