

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entrust Records Management Services, Inc.		02/04/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Vital Holdings, LLC		
Street Address:	868 Mount Moriah Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117-5705		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3538327	ENTRUST	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757-499-8800		
Email:	apruett@williamsmullen.com		
Correspondent Name:	Amy G. Pruett, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	079070.0001		
NAME OF SUBMITTER:	Amy G. Pruett - VSB 71236		
SIGNATURE:	/Amy G. Pruett/		
DATE SIGNED:	02/22/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of February 4, 2019, by and between **ENTRUST RECORDS MANAGEMENT SERVICES, INC.**, a Virginia 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 January 25, 2019 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired the Transferred Intellectual Property, including without limitation, (a) the trademark registrations identified on Schedule 1 attached hereto and incorporated herein by reference; and (b) the 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:

**ENTRUST RECORDS MANAGEMENT SERVICES,
INC.**, a Virginia corporation

By: 
Name: Timothy R. McCreary
Title: President

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]

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ASSIGNOR:

**ENTRUST RECORDS MANAGEMENT SERVICES,
INC.**, a Virginia corporation

By: _____
Name: Timothy R. McCreary
Title: President

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

SCHEDULE 1

REGISTERED TRADEMARK

Word Mark ENTRUST

Goods and Services IC 039. US 100 105. G & S: storage, delivery, and transport of business records for others; and data tape storage. FIRST USE: 20080401. FIRST USE IN COMMERCE: 20080401

IC 040. US 100 103 106. G & S: Document Shredding. FIRST USE: 20080401. FIRST USE IN COMMERCE: 20080401

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77342923

Filing Date December 3, 2007

Current Basis 1A

Original Filing Basis 1B

Published for Opposition June 3, 2008

Registration Number **3538327**

Registration Date November 25, 2008

Owner (REGISTRANT) Richmond Commercial Services, Inc. CORPORATION VIRGINIA P.O. Box 27976 Richmond VIRGINIA 23261

Attorney of Record Anne Hampton Andrews

Type of Mark SERVICE MARK

Register PRINCIPAL

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

Live/Dead Indicator LIVE

[Schedule 1 to Intellectual Property Assignment Agreement]

SCHEDULE 2

DOMAIN NAME

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
entrustrm.com		

26056480.1

[Schedule 2 to Intellectual Property Assignment Agreement]