

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inline CGI, LLC		03/15/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Inline Services, Inc.		
Street Address:	1375 Enclave Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77077		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2984500	PIT CLEANING PIG	
Registration Number:	2838207	MAXITHANE	
Registration Number:	2902760	ISTE PIG	
Registration Number:	2904229	POWER BRUSH PIG	
Registration Number:	2904230	SUD PIG	
Registration Number:	2904232	UNI-CUP PIG	
Registration Number:	2902758	UNI-FLEX PIG	
Registration Number:	2904231	UNI-PLUS PIG	
CORRESPONDENCE DATA			
Fax Number:	7135909602		
<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:	7135909600		
Email:	kjaasma@ewingjones.com		
Correspondent Name:	Keith Jaasma, Ewing & Jones, PLLC		
Address Line 1:	6363 Woodway, Suite 1000		
Address Line 4:	Houston, TEXAS 77507		
NAME OF SUBMITTER:	Keith Jaasma		
SIGNATURE:	/Keith Jaasma/		

OP \$215.00 2984500

DATE SIGNED:	03/27/2019
Total Attachments: 3 source=Assignment-IP-Executed#page1.tif source=Assignment-IP-Executed#page2.tif source=Assignment-IP-Executed#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

("Assignment")

WHEREAS, Inline CGI, LLC, a Texas limited liability company ("Purchaser"), has purchased certain assets of Inline Services, Inc., a Texas corporation ("Seller"), pursuant to a Purchase Agreement, dated March 15, 2019, by and between the parties ("Purchase Agreement"); and

WHEREAS, Seller owns, by assignment or otherwise, all right, title, and interest in and to the Intellectual Property (as defined in the Purchase Agreement), including, but not limited to, the Intellectual Property listed on Schedule 1.1, attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to its obligations under the Purchase Agreement, Seller now wishes to assign all of its worldwide right, title, and interest in the Intellectual Property to Purchaser;

NOW THEREFORE, be it known that, in exchange for payments made under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

SELLER HEREBY irrevocably assigns, transfers, conveys, grants and sets over to Purchaser, and its successors and assigns, Seller's entire right, title, and interest in and to the Intellectual Property and any and all intellectual property rights inherent in the Intellectual Property and appurtenant thereto including, without limitation, all domestic and foreign patent rights (including, without limitation, patent applications, inventions claimed and disclosed therein, and any future applications that may rely on such patents and/or patent applications for priority and related inventions), copyrights, and rights in trademarks, service marks and trade dress, including all goodwill and trademark registrations and applications associated therewith, whether existing now or in the future; and

SELLER HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any foreign country whose duty it is to issue, assign, and/or record intellectual property assignments, to issue registrations for the Intellectual Property in the name of Purchaser and to record this Assignment and record Purchaser as assignee of all the Intellectual Property in accordance with the terms of this Assignment; and

SELLER HEREBY further covenants and agrees that, from and after the date of this Assignment, Purchaser has succeeded to all of Seller's right, title, interest and standing to receive all rights and benefits pertaining to the Intellectual Property, institute and prosecute all suits and proceedings, take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Intellectual Property, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Purchaser, in its sole discretion, deems advisable, the same to be held and enjoyed by Purchaser and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made; and

SELLER HEREBY assigns and relinquishes to Purchaser all of Seller's right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Intellectual Property and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same; and

SELLER HEREBY further covenants and agrees that, from and after the date of this Assignment, Seller will not use or authorize the use by any third party (by license or otherwise) of any of the Intellectual Property anywhere in the world; and

SELLER HEREBY further covenants and agrees that Seller, through its officers and employees, will, without further consideration, other than any and all reasonable, out-of-pocket expenses incurred by Seller for which Purchaser shall be responsible, communicate with Purchaser, its successors and assigns, any facts known to Seller and its officers and employees respecting the Intellectual Property and testify in any legal proceeding, sign all lawful papers when reasonably called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Intellectual Property in said Purchaser, its successors and assigns; and

SELLER HEREBY acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement are not modified, limited or superseded by this Assignment, and such representations, warranties, covenants, agreements and indemnities shall remain in force and effect to the full extent provided in the Purchase Agreement.

IN TESTIMONY WHEREOF, Seller has caused its authorized representative to execute this Assignment.

SELLER:

INLINE SERVICES, INC.

By: 

Gary Smith, President

SCHEDULE 1.1

Intellectual Property

Mark	Serial No.	Registration No.	Registration Date
PIT CLEANING PIG	76519471	2984500	August 16, 2005
MAXITHANE	76519470	2838207	May 4, 2004
ISTE PIG <i>Disclaimer: "PIG"</i>	76502917	2902760	November 16, 2004
POWER BRUSH PIG <i>Disclaimer: "BRUSH PIG"</i>	76502911	2904229	November 23, 2004
SUD PIG <i>Disclaimer: "PIG"</i>	76502913	2904230	November 23, 2004
UNI-CUP PIG <i>Disclaimer: "PIG"</i>	76502918	2904232	November 23, 2004
UNI-FLEX PIG <i>Disclaimer: "PIG"</i>	76502915	2902758	November 16, 2004
UNI-PLUS PIG <i>Disclaimer: "PIG"</i>	76502914	2904231	November 23, 2004