

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMARTTRUCK SYSTEMS, LLC		04/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRANSTEX LLC		
<b>Street Address:</b>	521 S ENTERPRISE BLVD		
<b>City:</b>	LEBANON		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46052		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4410629	SMARTTRUCK	
<b>Registration Number:</b>	4500582	SMART TRUCK	
<b>Registration Number:</b>	4886609	TOPKIT	
<b>Registration Number:</b>	5473066	SMART TRUCK	
<b>Registration Number:</b>	5417791	SMARTTRUCK	
<b>Serial Number:</b>	88110983	SMARTSKIRT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8772485100		
<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>	8772485100		
<b>Email:</b>	uspto@ti-law.com		
<b>Correspondent Name:</b>	Chad D Tillman		
<b>Address Line 1:</b>	PO BOX 49309		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28277		
<b>ATTORNEY DOCKET NUMBER:</b>	1280		
<b>NAME OF SUBMITTER:</b>	CHAD D. TILLMAN		
<b>SIGNATURE:</b>	/CHAD D. TILLMAN/		
<b>DATE SIGNED:</b>	04/12/2019		

OP \$165.00 4410629

**Total Attachments: 5**

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## ASSIGNMENT OF MARKS AND RELATED RIGHTS

WHEREAS, SmartTruck Systems, LLC, a Delaware limited liability company having an address of 1200 Donaldson Rd, Greenville, SC 29605 (“Assignor”) owns all right, title and interest in and to, and is the sole and exclusive owner of, the trademarks registrations in the attached Schedule, together with the goodwill of the business associated with and symbolized by the marks (collectively, the “Marks”); and

WHEREAS, Transtex LLC, an Indiana limited liability company, having an address of 521 S. Enterprise Blvd, Lebanon, IN, 46052 (hereinafter “Assignee”) is desirous of acquiring all rights, title, and interests in, to, and under each of the Marks and goodwill, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to irrevocably assign, sell, transfer and convey, and by these presents does hereby irrevocably assign, sell, transfer and convey unto Assignee, effective as of the date signed below by Assignor, any and all past, present and future right, title, and interest in, to and under each of the Marks and goodwill as well as any trademark or service mark of Assignor that incorporates any of the Marks or is substantially similar to any of the Marks, whether an application for registration has been filed or a registration has been issued; and any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for infringement, dilution, unfair competition, and any derivative or related right thereof (hereinafter collectively “Trademark Rights”).

FURTHERMORE,

Assignor hereby covenants and agrees, and to the extent legally able binds itself and any and all applicable persons, legal representatives, nominees, and assigns, to assist and cooperate with Assignee—conditioned upon Assignee’s request and at Assignee’s expense—in the preparation and prosecution of any application included within the Trademark Rights and in the prosecution or defense of any opposition or other proceeding that may arise in connection with any of the Trademark Rights to the extent such assistance and cooperation is necessary in completing the related task(s) for which the assistance/cooperation is requested. Assignor further covenants and agrees, and to the extent legally able binds itself and any and all applicable persons, legal representatives, nominees, and assigns, to assist and cooperate with Assignee—conditioned upon Assignee’s request and at Assignee’s expense—to execute and deliver to Assignee any and all petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection with the Trademark Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim, for any application or registration included within the Trademark Rights, the benefit of any rights to which Assignor may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this "ASSIGNMENT OF MARKS AND RELATED RIGHTS" (hereinafter "Assignment") shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for registration.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants: that Assignor has the full power and authority to enter into this Assignment and to fully perform all of obligations of Assignor arising under this Assignment; and that there is no agreement between Assignor and any third party relating to any of the Trademark Rights that is in conflict with this Assignment.

This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware. To the extent one or more provisions of this Assignment are found invalid or unenforceable with respect to a particular national jurisdiction, the other provisions of this Assignment shall continue to apply in the particular national jurisdiction. Moreover, such finding in the particular national jurisdiction shall not affect the validity or enforceability of any provision of this Assignment in any other national jurisdiction.

[Signature Pages Follow]

This the 11th day of April 2019

ASSIGNOR

SmartTruck Systems LLC

By:

*[Signature]*

(seal)

Charles G. Nichols

(name)

CEO

(title)

*[Signature]*

Witness #1 Signature

Frederick Marcell Easter

Witness #1 Name (print)

1200 Donaldson Road

Witness #1 Address Line 1

Greenville SC 29605

Witness #1 Address Line 2

*[Signature]*

Witness #2 Signature

SEKIR KAPETANOVIC

Witness #2 Name (print)

1200 Donaldson Road

Witness #2 Address Line 1

Greenville SC 29605

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of

South Carolina

County of

Greenville

United States of America

On this 11th day of April 2019

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(person appearing before notary)

Notary Signature:

*[Signature]*

Printed Name:

Robert S. Fay

My Commission Expires:

March 27, 2021

(Notary Seal)

{Signature: Page to Intellectual Property Assignment—SmartTruck Systems, LLC (Trademark)}

Assignee hereby accepts the Trademark Rights as set forth above. This the 11th day  
of April, 2019.

**ASSIGNEE**

Transtex LLC

By:



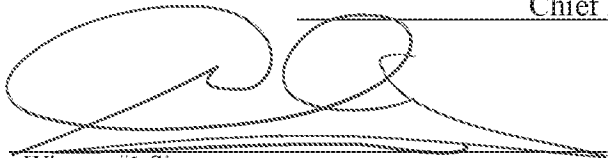
(seal)

Mathieu Boivin

(name)

Chief Executive Officer

(title)



Witness #1 Signature

Sylvain Charbonneau

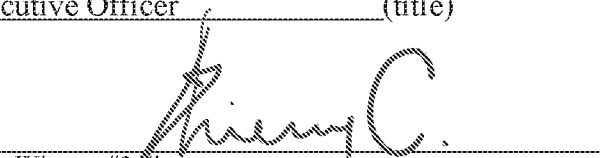
Witness #1 Name (print)

480, Boul. De Fontainebleau, Blainville

Witness #1 Address Line 1

QC, Canada, J7B 1T4

Witness #1 Address Line 2



Witness #2 Signature

Thierry Castonguay

Witness #2 Name (print)

84, 18e rue, Laval

Witness #2 Address Line 1

QC, Canada, H7N 1G8

Witness #2 Address Line 2

## SCHEDULE

Mark	Country	Appl. No	Reg. No	Status
SMARTTRUCK	US	85/853396	4410629	Registered
SMARTTRUCK Logo	US	85/853480	4500582	Registered
TOPKIT	US	86/367590	4886609	Registered
TOPKIT	CA	1713320	TMA988844	Registered
TOPKIT	MX	1573359	1655483	Registered
SMARTTRUCK and Design	US	87/417137	5473066	Registered
SMARTTRUCK and Design	AU	1396659		Filed
SMARTTRUCK and Design	CH	1396659		Filed
SMARTTRUCK and Design	EM	1396659		Filed
SMARTTRUCK and Design	IB	A0070716	1396659	Registered
SMARTTRUCK and Design	RU	1396659	1396659	Registered
SMARTTRUCK	US	87/563273	5417791	Registered
SMARTTRUCK	AU	1379791		Filed
SMARTTRUCK	CH	1379791		Filed
SMARTTRUCK	EM	1379791	1379791	Registered
SMARTTRUCK	IB	A0070713	1379791	Registered
SMARTTRUCK	RU	1379791	1379791	Registered
SMARTSKIRT	US	88/110983		Filed