

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCC Business Services, Inc.		05/31/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Transworld Systems Inc.		
Street Address:	Two Conway Park		
Internal Address:	150 N. Field Drive, Suite 200		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4341276	NCC BUSINESS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/06/2019		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Trademark Assignment") is made and entered into effective as of May 31, 2019, by and between NCC Business Services, Inc., a Florida corporation ("Assignor"), and Transworld Systems Inc., a California corporation ("Assignee"). Assignor and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Assignor and Assignee, are each a party to that certain *Asset Purchase Agreement* dated as of April 15, 2019 ("APA"), as amended by the *Amendment to the Asset Purchase Agreement* dated May 17, 2019 ("Amendment", collectively with the APA, the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire certain assets and rights of the Assignor relating to the Purchased Assets, as defined in the Purchase Agreement. All capitalized terms used but not defined herein shall have the meanings attributed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title and interest in the trademark registrations and applications set forth in **Exhibit 1** (the "Assigned Marks");

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to cause its Affiliates, including Assignor, to, among other things, transfer to Assignee and/or its designated Affiliate the Assigned Marks and all rights and goodwill associated therewith; and

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire, assume and accept, the Assigned Marks pursuant to the terms of the Purchase Agreement and this Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and mutual benefits to be gained thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee all right, title and interest in and to the Assigned Marks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all rights of action and remedies for past, present and future infringements of any of the Assigned Marks.

2. Recordation and Further Actions. The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Assigned Marks are properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

3. No Conflict. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. No Modifications. No amendment, supplement, modification, waiver or termination of this Trademark Assignment shall be implied or be binding unless in writing and signed by the Party against which such amendment, supplement, modification, waiver or termination is asserted.

6. Successors and Assigns. This Trademark Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, including by electronic transmission in PDF format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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Executed Version

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Assignor:

NCC BUSINESS SERVICES, INC.

By: 

Name: Irving Pollan

Title: President

Assignee:

TRANSWORLD SYSTEMS INC.

By: _____

Name: Joseph E. Laughlin

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Assignor:

NCC BUSINESS SERVICES, INC.

By: _____

Name: _____

Title: _____

Assignee:

TRANSWORLD SYSTEMS INC.

By: Joseph E. Laughlin

Name: Joseph E. Laughlin

Title: Chief Executive Officer

Exhibit 1

Assigned Marks

NCC Business Services, Inc. has registered the service mark "NCC Business Services" effective May 28, 2013. Registration Number 4341276.