

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safe Pipe, Inc.		07/19/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	FR Compliance Group, LLC		
Street Address:	14884 Hwy. 105 West		
Internal Address:	Suite 100		
City:	Montgomery		
State/Country:	TEXAS		
Postal Code:	77356		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77456019	SAFEPIPE	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	07/19/2019		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of July 19, 2019 (this “**Intellectual Property Assignment**”), by and between FR Compliance Group, LLC, a Delaware limited liability company (“**Assignee**”) and Safe Pipe, Inc., a Texas corporation (“**Assignor**”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of the date hereof, by and between the Assignor and Assignee (the “**Purchase Agreement**”; capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Purchase Agreement), Assignee has agreed to purchase and accept from Assignor, and Assignor has agreed to sell, assign, transfer and convey to Assignee, all of Assignor’s right, title and interest, in, to and under the Transferred Assets, upon the terms and subject to the conditions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement and in connection with Assignee’s acquisition of the Transferred Assets, Assignee has agreed to acquire, and Assignor has agreed to convey, Assignor’s entire right, title and interest in, to and under the intellectual property rights, set forth on Schedule A hereto (the “**Intellectual Property Assets**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment, Conveyance and Acceptance. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in, to and under the applicable Intellectual Property Assets, together with any goodwill associated therewith, free and clear of all encumbrances, for Assignee’s own use and behalf, and for the use and behalf of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of such Assignee’s successors, assigns, or other legal representatives and Assignee hereby purchases and accepts such Intellectual Property Assets.

2. Documentation. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all reasonable documents, instruments and agreements as may be necessary to make a record with any governmental entity (both foreign and domestic) or third parties of, and to otherwise more fully confirm, Assignee’s ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever, free and clear of all encumbrances.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents, trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property Assets as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. Construction. This Intellectual Property Assignment is subject to and shall be immediately effective upon the execution of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement.

6. Governing Law. This Intellectual Property Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

7. Assignment. This Intellectual Property Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

8. Amendment. This Intellectual Property Assignment may not be amended except by an instrument in writing signed on behalf of Assignee and Assignor.

9. Severability. Whenever possible, each provision or portion of any provision of this Intellectual Property Assignment will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Intellectual Property Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Intellectual Property Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.

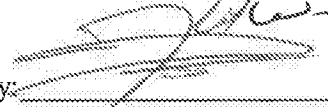
10. Counterparts. This Intellectual Property Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed Intellectual Property Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Intellectual Property Assignment.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed on as of the date first written above to be effective as of such date.

ASSIGNEE:

FR COMPLIANCE GROUP, LLC

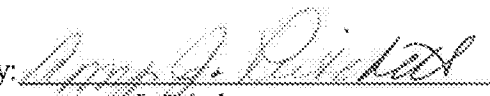
By: 

Name: Kent W. Pritchett

Title: President, Secretary and Treasurer

ASSIGNOR:

SAFE PIPE, INC.

By: 

Name: Amy J. Pritchett

Title: Authorized Representative

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006698 FRAME: 0365

Schedule A

Intellectual Property Assets

SafePipe Software

Copyright:

Country	Title of Work	Registration No.	Effective Date	Year of Completion
USA	SafePipe Software	TX 8-131-050	8/12/2015	2014
USA	Safepipe.com	TX 7-362-736	4/24/2008	2007

Trademark:

Country	Trademark Name	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
USA	SAFEPIPE	Registered	77456019	3/31/2009	3637665	6/16/2009

Domain Name: www.safepipe.com