

08/12/2019



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Form PTO-1594 (Rev. 6-12)
OMB Collection 0851-0027 (exp. 04/30/2018)

J.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

8/12/19

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Todd Horton

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 1, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: DISA Global Solutions, Inc.

Street Address: 10900 Corporate Centre Drive #250

City: Houston

State: Texas

Country: USA Zip: 77041

- Individual(s) Citizenship _____
- Association - Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2672985

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Central Drug System

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corinne Sullins c/o BoyarMiller

Internal Address: _____

Street Address: 2925 Richmond Avenue, 14th Floor

City: Houston

State: TX Zip: 77098

Phone Number: 713-850-7766

Docket Number: _____

Email Address: csullins@boymiller.com

6. Total number of applications and registrations involved:

1 (E)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Corinne Sullins
Signature

08/12/19
Date

Corinne Sullins

Name of Person Signing

Total number of pages including cover sheet, attachments, and document 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AND ASSUMPTION

This Trademark Assignment and Assumption (this "Assignment and Assumption") dated as of August 1, 2019 (the "Effective Date"), is made by Todd Horton, an individual residing in California, as assignor (the "Assignor"), and DISA Global Solutions, Inc., a Delaware corporation, as assignee (the "Assignee").

Recitals

The Assignor, Assignee and Central Drug System, Inc., a California corporation ("Seller") are parties to that certain Asset Purchase Agreement dated as of August 1, 2019 (the "Asset Purchase Agreement"), under which Seller is selling substantially all of its assets to Assignee, including all right, title, and interest it has in the trademark listed on Schedule I attached hereto (for purposes of this Assignment and Assumption, the "Intellectual Property Assets").

Assignor registered the Intellectual Property Assets with the U.S. Patent and Trademark Office in Assignor's individual capacity on January 7, 2003.

Assignor agrees and acknowledges that the Intellectual Property Assets were intended to be the property of Seller, and they were inadvertently registered in Assignor's name.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to transfer the Intellectual Property Assets to Assignee pursuant to the terms of the Purchase Agreement, each of the parties hereto agree as follows:

The Assignor hereby irrevocably, absolutely, and unconditionally assigns to the Assignee, and Assignee hereby assumes from Assignor, the interest in and to Assignor's rights and obligations under all Intellectual Property Assets, as of the Effective Date.

The Assignor hereby represents and warrants to the Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the Intellectual Property Assets have been made to others by Assignor and that Assignor has the full right to convey the same to the Assignee.

Following the execution of this Assignment and Assumption, it will be delivered to BoyarMiller for recording on behalf of the parties hereto pursuant to the Asset Purchase Agreement with the United States Patent and Trademark Office.

The Assignor will make, execute, and deliver, or cause to be made, executed, and delivered by any necessary third party, at Assignor's sole cost and expense, any and all other instruments in writing including any and all further application papers, affidavits, assignments, and other documents as Assignee may reasonably request in order to more effectually vest in the Assignee, its successors or assigns the entire right, title, and interest in and to the Intellectual Property Assets and the rights, titles, benefits, privileges, and advantages hereby sold, assigned, and conveyed, or intended so to be.

Trademark Assignment and Assumption
(Central Drug System, Inc.)

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of California. Any dispute regarding this Assignment and Assumption will be resolved in the manner and jurisdiction set forth in the Asset Purchase Agreement. The obligations of Assignor set forth in this Assignment and Assumption shall be binding upon the Assignor's successors and assigns.

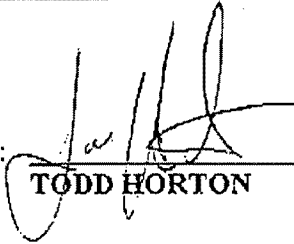
This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy or Adobe PDF), and all of these counterparts taken together shall be deemed to constitute one and the same instrument.

The parties have caused this Assignment and Assumption to be executed as of the Effective Date.

[Signature Pages Follow]

Trademark Assignment and Assumption
(Central Drug System, Inc.)

ASSIGNOR:

By: 
TODD HORTON

Assignor Signature Page
Trademark Assignment and Assumption
(Central Drug System, Inc.)

ASSIGNEE:

DISA GLOBAL SOLUTIONS, INC.,
a Delaware corporation

By: 

John Peterson, President

Assignee Signature Page
Trademark Assignment and Assumption
(Central Drug System, Inc.)

SCHEDULE I
to
TRADEMARK ASSIGNMENT AND ASSUMPTION

TRADEMARKS

| <u>Owner</u> | <u>Reg./App Number</u> | <u>Title</u> |
|---------------------------|------------------------|---------------------|
| Todd Horton, individually | Reg. No. 2672985 | Central Drug System |

Schedule I



2925 RICHMOND AVE., 14TH FLOOR
HOUSTON, TEXAS 77099
713.850.7766 | BOYARMILLER.COM

FAX COVER SHEET

PLEASE DELIVER TO THE PERSON LISTED BELOW.

| | | | |
|--------------|--|--|---------------------|
| TO: | Trademark Assistance Center | FAX NO: | 571-273-9250 |
| FROM: | Rhonda Muschalik | CLIENT/MATTER NO: | 006155-00040 |
| DATE: | August 12, 2019 | TOTAL PAGES (WITH COVER SHEET): | 8 |
| RE: | Trademark Assignment and Assumption | | |

COMMENTS:

For EXPEDITED filing a copy of Trademark Assignment and Assumption is attached for the following entity:

DISA Global Solutions, Inc.

Please return evidence of filing to the undersigned.

Thank you,

Rhonda Muschalik
Direct: 832-615-4249
Email: rmuschalik@boyarmiller.com

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE DOCUMENTS.

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United States Patent and Trademark Office

Office of the Chief Financial Officer

Document Code:WFEE

User :77667

Sale Accounting Date:08/27/2019

Sale Item Reference Number
2672985

Effective Date
08/12/2019

| Document Number | Fee Code | Fee Code Description | Amount Paid | Payment Method |
|------------------|----------|---|-------------|----------------|
| I20198Q813111758 | 8521 | RECORDING TRADEMARK ASSIGNMENT PER DOC | \$40.00 | Credit Card |