

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. DONMOYER, INC.		08/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	QUALITY CARRIERS, INC.		
Street Address:	1208 EAST KENNEDY BOULEVARD		
Internal Address:	SUITE 132		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2543694	BINS	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<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:	215-979-1817		
Email:	kakeogh@duanemorris.com		
Correspondent Name:	CHRISTIANE S. CAMPBELL		
Address Line 1:	30 S. 17TH STREET		
Address Line 2:	DUANE MORRIS LLP		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	D4865-00002		
NAME OF SUBMITTER:	CHRISTIANE S. CAMPBELL		
SIGNATURE:	/CHRISTIANE S. CAMPBELL/		
DATE SIGNED:	08/29/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment"), dated as of August 9, 2019 ("Effective Date") is by and between J.P. Donmoyer, Inc., a Delaware corporation having an address at 4520 East West Highway, Suite 700, Bethesda, MD 20814 (hereinafter called "Assignor") and Quality Carriers, Inc., an Illinois corporation having an address at 1208 East Kennedy Boulevard, Suite 132, Tampa, FL 33602 (hereinafter called "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark, including the registration and common law rights, listed on Exhibit "A", attached hereto, (the "Trademark"), together with the goodwill associated and symbolized by the Trademark; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademark; and

WHEREAS, Assignor and Assignee, and the other Sellers party thereto entered into and duly executed that certain Asset Purchase Agreement dated May 13, 2019 (the "Purchase Agreement") whereby Assignor agreed to sell, transfer, convey and assign certain of its intellectual property assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, all the goodwill associated therewith and symbolized by the Trademark, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademark in any and all countries.

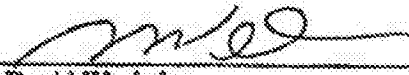
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to Assignee, the entire right, title and interest, in and to the Trademark, in accordance with the terms of this assignment.

This Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

J.P. DONMOYER, INC.

By: 
David Wechsler
Chairman of the Board and Secretary

ASSIGNEE

QUALITY CARRIERS, INC.

By: _____
Joseph J. Troy
Executive Vice President & Chief Financial
Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

J.P. DONMOYER, INC.

By: _____
David Wechsler
Chairman of the Board and Secretary

ASSIGNEE

QUALITY CARRIERS, INC.

By: _____
Joseph J. Troy
Executive Vice President & Chief Financial Officer

EXHIBIT A

Trademark

Registration Date

Registration Number

BINS

March 5, 2002

No. 2,543,694