

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSD Holdings, Inc.		10/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nation Safe Drivers Holdings, LLC		
Street Address:	800 Yamato Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5486566	NATION SAFE DRIVERS	
Registration Number:	5486519	NSD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2027395385		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Rebecca E. McDougall		
Address Line 1:	1111 Pennsylvania Avenue NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	104300-0012		
NAME OF SUBMITTER:	Rebecca E. McDougall		
SIGNATURE:	/REMcDougall/		
DATE SIGNED:	12/09/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is effective as of October 14, 2019 (the "Effective Date"), between NSD Holdings, Inc., a Delaware corporation, with a principal place of business at 800 Yamato Road; Boca Raton, Florida 33431 ("Assignor"), and Nation Safe Drivers Holdings, LLC, a Delaware limited liability company, with a principal place of business at 800 Yamato Road Boca Raton, Florida 33431 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the NATION SAFE DRIVERS and NSD marks, subject to the following registrations, together with the goodwill associated therewith and symbolized thereby (collectively referred to as the "Assigned Marks"): United States Patent and Trademark Office, Reg. No. 5486566 for NATION SAFE DRIVERS, registered on June 5, 2018, and Reg. No. 5486519 for NSD, registered on June 5, 2018;

WHEREAS, Assignor and Assignee are party to a Stock Purchase Agreement, dated October 14, 2019 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, assign, transfer, convey and deliver certain assets to Assignee, including all right, title and interest in and to the Assigned Marks; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to transfer all right, title and interest in and to the Assigned Marks to Assignee, and Assignee desires to acquire such rights in the Assigned Marks.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest of whatever kind in and to the Assigned Marks, and all of the goodwill of the business associated with the Assigned Marks and that portion of Assignor's business that is ongoing and existing to which the Assigned Marks pertain, all registrations and pending applications for the Assigned Marks, and any renewals of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment 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 Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all other income, royalties, and damages hereafter due or payable to Assignor with respect to the Assigned Marks.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment.

3. 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.
4. Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Assigned Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Assigned Marks.
5. This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective as of the Effective Date.

ASSIGNOR

NSD HOLDINGS, INC.

By: 

Name: Andrew Smith

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006811 FRAME: 0651

IN WITNESS WHEREOF, parties have executed this Assignment effective as of the Effective Date.

ASSIGNEE

Nation Safe Drivers Holdings, LLC

By: 

Name: Andrew Smith

Title: President

[Signature Page to Trademark Assignment]