

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shipyards Supply, LLC		09/03/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Shipyards Supply Acquisition Corporation		
Street Address:	125 McCarthy Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77029		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88414857	IMT MOBILE TRAC	
CORRESPONDENCE DATA			
Fax Number:	713-840-94		
<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:	281-671-7582		
Email:	dbledsoe@rmwbh.com		
Correspondent Name:	David Beldsoe		
Address Line 1:	2277 Plaza Drive		
Address Line 2:	Suite 290		
Address Line 4:	Sugar Land, TEXAS 77479		
NAME OF SUBMITTER:	David Beldsoe		
SIGNATURE:	/David Bledose/		
DATE SIGNED:	01/21/2020		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (“**Assignment**”), dated as of September 3, 2019, is made by SHIPYARD SUPPLY, LLC, a Louisiana limited liability company, located at 2828 Lausat Street, Metairie, Louisiana 70001 (“**Assignor**”), in favor of SHIPYARD SUPPLY ACQUISITION CORPORATION, a Delaware corporation, located at 125 McCarthy Street, Houston, Texas 77029 (“**Assignee**”), pursuant to that certain Asset Purchase Agreement between Assignee and Assignor, Shipyard Industrial, Inc., and Shipyard Supply Texas, LLC dated as of September 3, 2019 (“**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property and related goodwill of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) that certain pending trademark application described on Schedule 1 hereto and all registrations, issuances, extensions, and renewals thereof (“**Assigned Trademark**”), together with all of the goodwill of Assignor's business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all rights to enforce, prosecute, or otherwise protect use of the Assigned Trademark;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The parties hereto further acknowledge and agree that Assignor has assigned to Assignee other intellectual property and related goodwill of Assignor pursuant to the Purchase Agreement, and this Assignment shall not be construed as a limitation thereof. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

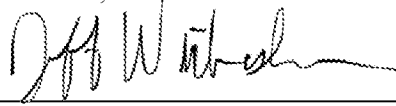
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment is freely assignable and transferable by Assignee to any party.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment of Trademark as of the date first written above.

SHIPYARD SUPPLY, LLC

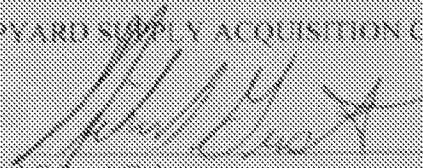
By: 

Jeffery P. Wickersham
Managing Member

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Assignment of Trademark as of the date first written above.


SHIPYARD SUPPLY ACQUISITION CORPORATION

By



Michael Geist
Vice President

SCHEDULE 1
ASSIGNED TRADEMARK

Mark	Jurisdiction	Serial Number	Filing Date
 The logo for MOBILE TRAC features a stylized globe icon on the left, followed by the words "MOBILE" in a bold, sans-serif font and "TRAC" in a larger, bold, sans-serif font with a horizontal line through the middle of the letters.	United States	88414857	05/03/2019

Schedule 1
Assignment of Trademark

RECORDED: 01/21/2020

TRADEMARK
REEL: 006841 FRAME: 0862