

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProPeer Resources, LLC		01/22/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Nexus Enterprises, LLC		
Street Address:	1650 Independence Drive, Suite 300		
City:	New Braunfels		
State/Country:	TEXAS		
Postal Code:	78132		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2319289	PROPEER RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	5124826859		
<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:	5124826800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 350		
Address Line 4:	Austin, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	260713800500		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart N. Mesher/		
DATE SIGNED:	01/27/2020		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into effective this 22nd day of January 2020, by and between **ProPeer Resources, LLC**, a Utah Limited Liability Company ("Assignor"), at 500 N. Marketplace Drive, Suite 203, Centerville, Utah 84014, and **Nexus Enterprises, LLC**, a Texas Limited Liability Company ("Assignee"), with an address at 1650 Independence Drive, Suite 300, New Braunfels, Texas 78132.

WHEREAS, Assignor owns any and all rights in and to certain trade and/or service marks identified in Schedule A attached hereto and the applications and registrations therefor shown in the said Schedule A (the "Trademarks");

WHEREAS, Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign and transfer to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the good will associated therewith; and

WHEREAS, the parties, intending to be legally bound, agree as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with all the goodwill of Assignor's business in connection with which the Trademarks have been used or are intended to be or may be used, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of any of the Trademarks or any registrations and applications therefor.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks in the United States and/or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Upon request of Assignee, at any time, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver and/or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause a registration of any of the Trademarks for the full benefit of Assignee, to change ownership of the Trademarks and any registration and application for the Trademarks to Assignee, to perfect in Assignee full, sole and complete ownership in and to all rights, title and interest in and to the Trademarks and any registrations and applications therefor, and to fulfill all the terms and conditions of this Assignment.

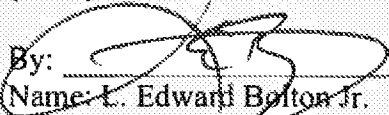
This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the parties. A waiver of any term, condition or provision in this Assignment by either party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the day and year first written above.

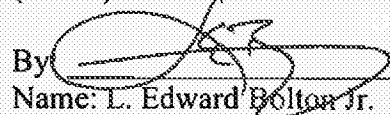
ASSIGNOR

**ProPeer Resources, LLC
(Utah)**

By: 
Name: L. Edward Bolton Jr.
Title: CEO

ASSIGNEE

**Nexus Enterprises, LLC
(Texas)**

By: 
Name: L. Edward Bolton Jr.
Title: CEO

Schedule A

Mark	App. No.	Filed	Reg. No.	Granted	Goods/Services	Our Ref
PROPEER RESOURCES	75/643,564	02/18/1999	2,319,289	02/15/2000	Int. Class 35 - Medical insurance billing review and auditing; Int. Class 42 - Consulting services in the fields of medical insurance billing review and auditing	2607138.00500