# CH \$40.00 377216

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600242

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Midland GIS Solutions, L.L.C.		09/29/2020	Limited Liability Company: MISSOURI

# **RECEIVING PARTY DATA**

Name:	Surveying And Mapping, LLC	
Street Address:	4801 Southwest Parkway	
Internal Address:	Suite 100	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78735	
Entity Type:	Limited Liability Company: TEXAS	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3772168	INTEGRITY

# **CORRESPONDENCE DATA**

**Fax Number:** 2109787790

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.

**Phone:** 210-978-7700

**Email:** wborchersipdocket@jw.com

Correspondent Name: William R. Borchers, Jackson Walker LLP

Address Line 1: 112 East Pecan
Address Line 2: Suite 2400

Address Line 4: San Antonio, TEXAS 78205

NAME OF SUBMITTER:	William R. Borchers
SIGNATURE:	/William R. Borchers/
DATE SIGNED:	09/29/2020

**Total Attachments: 2** 

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TRADEMARK REEL: 007065 FRAME: 0102

### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 31st day of July, 2020 ("Effective Date"), from Midland GIS Solutions, L.L.C. ("ASSIGNOR"), a Missouri limited liability company having its principal offices in Maryville, MO, to Surveying And Mapping, LLC ("ASSIGNEE"), a Texas limited liability company having its principal offices in Austin, TX.

WHEREAS, ASSIGNOR has adopted, used, is using, and is the exclusive owner of all right, title, and interest in and to the following trade/service mark now registered or pending in the United States Patent and Trademark Office, and in various foreign trademark office(s) as indicated (the "MARK"):

TRADE/SERVICE MARK	SERIAL NO.	FILING DATE
COUNTRY	REGISTRATION NO.	ISSUE DATE
Mark: Integrity	Ser.: 77330296	Filed: November 15, 2007
Country: US	Reg.: 3772168	Issued: April 6, 2010

WHEREAS, ASSIGNEE has acquired substantially all of the assets, including goodwill and intellectual property, of ASSIGNOR as detailed in the Asset Purchase Agreement between ASSIGNOR and ASSIGNEE effective July 31, 2020 (the "Asset Purchase Agreement");

NOW, THEREFORE, in consideration of the good and valuable consideration as recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, conveys, and sets over unto ASSIGNEE the entire right, title and interest in, to and under the MARK, together with the goodwill of the business symbolized by the MARK, all income, royalties, damages, and payments now or hereafter due or payable in respect to the MARK, and all causes of action (whether in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement and/or dilution of the MARK and the rights thereto.

FURTHER, this Assignment, in transferring the MARK from ASSIGNOR to ASSIGNEE, includes all rights to the MARK, without limitation: all United States common law rights, registration(s), application(s) and registration(s) which may be granted thereon, and all renewals or reissues thereof; and all registrations and applications for trademarks in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable.

ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

ASSIGNOR HEREBY warrants and covenants that ASSIGNOR has the full right to assign, transfer, convey, and set over the entire interests described herein, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, without further consideration, will: communicate to ASSIGNEE, its successors, legal representatives, and assigns, any facts known to ASSIGNOR respecting said MARK; promptly execute any additional documents and promptly take any further action necessary to vest good, valid, and marketable title to the Trademarks in

TRADEMARK
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ASSIGNEE, its successors and assigns; and testify in any legal proceeding, sign all lawful papers, execute all renewal, division, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, in obtaining and enforcing proper trademark protection for said MARK in all countries.

SIGNED this 29 day of September, 2020.

Midland GIS Solutions, L.L.C.

Signature

Matt Sorenson Printed Name

Senior Vice President

Title

STATE OF MISSOURI

COUNTY OF NODAWAY

BEFORE ME, the undersigned authority, on this day personally appeared Matt Sorenson, ("Affiant"), who is personally known to me, or who has provided evidence to me through a witness, an identification card, or other document identifying the Affiant as being the person whose name is subscribed to the foregoing instrument, and being by me duly sworn, deposes and acknowledges to me that: Affiant is the Senior Vice President, of Midland GIS Solutions, L.L.C., Affiant has read the foregoing document and that such is true and correct, and Affiant executed the same with proper authority and in the capacity stated as the act of the corporation for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 290 day of 120.

(Notary Seal)

Martha Beiley Notary Public, State of Missouri

Martha Bliley Printed Name of Notary

Commission Expires 03-07-2024