

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mach 1 Global Services, Inc.		12/30/2020	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Omni Logistics, LLC		
<b>Street Address:</b>	3100 Olympus Blvd., Suite 420		
<b>City:</b>	Coppell		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4022127	MACH 1 TRADE SERVICES, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>			
<b>Phone:</b>	7044441124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		
<b>DATE SIGNED:</b>	01/05/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Assignment”), effective as of December 30, 2020 (“Effective Date”), is made and entered into by MACH 1 GLOBAL SERVICES, INC., an Arizona corporation (the “Parent”), MACH 1 TRADE SERVICES, LLC, an Arizona limited liability company (“Mach 1 Trade” and, together with the Parent, the “Assignors” and each, individually, an “Assignor”), and OMNI LOGISTICS, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, the Parties and certain other parties have entered into the Asset Purchase Agreement (the “Purchase Agreement”), dated as of December 23, 2020;

WHEREAS, Assignors own all right, title and interest in, to and under the Company Registered Intellectual Property listed on the attached Schedule A (the “Intellectual Property Rights”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property Rights, and Assignors desire to assign their rights in the Intellectual Property Rights to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Purchase Agreement.

2. *Assignment.* Subject to the terms and conditions of the Purchase Agreement, Assignors hereby grant, sell, assign, transfer, deliver and convey to Assignee, its successors, legal representatives and assigns: (i) the entire right, title, and interest in and to the Intellectual Property Rights, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intellectual Property Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Intellectual Property Rights, 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 enjoyed by Assignors if this Assignment has not been made (together, the “Assigned Rights”).

3. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement are incorporated herein by this reference. 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 will govern.

4. *Further Actions.* Upon request by Assignee, Assignors will execute and deliver such additional documents and take other action as may be reasonably necessary to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee; provided that any such action shall be at the cost and expense of Assignor to the extent required to correct any deficiency in the chain of title applicable to any Intellectual Property Right that results from Assignors' failure to take any action required to place such Intellectual Property Right in the names of Assignors prior to the closing of the transactions contemplated by the Purchase Agreement.

5. *Authorization.* Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

6. *Binding Effect.* This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

7. *Controlling Law.* This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts.* This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNORS:

MACH 1 GLOBAL SERVICES, INC.

By: \_\_\_\_\_

Name: Michael J. Entzinger  
Title: Founder

MACH 1 TRADE SERVICES, LLC

By: \_\_\_\_\_

Name: Michael J. Entzinger  
Title: Founder

ASSIGNEE:

OMNI LOGISTICS, LLC

By: \_\_\_\_\_

Name:  
Title:

*[Signature Page to the Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**ASSIGNORS:**

**MACH 1 GLOBAL SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MACH 1 TRADE SERVICES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**OMNI LOGISTICS, LLC**

By:  \_\_\_\_\_  
Name: JJ Schickel  
Title: Authorized Officer

## SCHEDULE A

Trademarks:

Country	Registrant	Status, Filing Date, App. Serial No.	Reg No., Reg Date	Mark
US	Mach 1 Air Services, Inc.	Status: Registered Filed: 8/21/2006	Registered: 12/18/2007 Reg. #: 3356420	MACH 1 AND DESIGN
		Serial #: 78/956484	20 year renewal due 12/18/2027	
US	Mach 1 Air Services, Inc.	Status: Registered Filed: 8/25/2006	Registered: 4/9/2013 Reg. #: 4317469	OTHERS PROMISE, WE DELIVER
		Serial #: 78/960824	10 year renewal due 4/9/2023	
US	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/12/2007	Registered: 4/29/2008 Reg. #: 3419390	SERVICES WITHOUT BORDERS
		Serial #: 77/105326	20 year renewal due 4/29/2028	
US	Mach 1 Air Services, Inc.	Status: Registered Filed: 10/17/2007	Registered: 7/15/2008 Reg. #: 3469221	MIGLOBALTRACK
		Serial #: 77/306200	20 year renewal due 7/15/2028	

US	Mach 1 Air Services, Inc.	Status: Registered Filed: 4/11/2008	Registered: 11/25/2008 Reg. #: 3536649	M1 AND DESIGN
		Serial #: 77/446263	20 year renewal due 11/25/2028	
US	Mach 1 Global Services, Inc.	Status: Registered Filed: 1/20/2011	Registered: 9/6/2011 Reg. #: 4022127	MACH 1 TRADE SERVICES, LLC
		Serial #: 85/221837	10 year renewal due 9/6/2021	
US	Mach 1 Global Services, Inc.	Status: Registered Filed: 8/16/2007	Registered: 7/15/2008 Reg. #: 3469169	M1 GLOBAL SERVICES
		Serial #: 77/257435	20 year renewal due 7/15/2028	
US	Mach 1 Air Services, Inc.	Status: Registered Filed: 6/15/2006	Registered: 5/13/2008 Reg. #: 3428679	M1 GLOBAL LOGISTICS
		Serial #: 78/909267	20 year renewal due 5/13/2028	
Mexico	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/08/2011	Registered: 6/09/2011 Reg. #: 1221751	MACH 1 AND DESIGN
		App #: 1153268	10-year renewal due 2/08/2021	
Mexico	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/08/2011	Registered: 8/01/2011 Reg. #: 64461	OTHERS PROMISE, WE DELIVER
		App #: 66391	10-year renewal due 2/08/2021	



Mexico	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/08/2011	Registered: 8/08/2011 Reg. #: 1231669	M1 GLOBAL SERVICES 10-year renewal due 2/08/2021
		App #: 1153273		

Mexico	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/08/2011	Registered: 6/09/2011 Reg. #: 1221750	MACH 1 10-year renewal due 2/08/2021
		App #: 1153261		

Mexico	Mach 1 Air Services, Inc.	Status: Registered Filed: 2/08/2011	Registered: 8/08/2011 Reg. #: 1231668	M1 GLOBAL LOGISTICS 10-year renewal due 2/08/2021
		App #: 1153253		

Domain Names:

- Network Solutions
  - Account Holder/Record Owner – Mach 1 Air Services, Inc.
    - Domain Name – mach1air.com
      - Renewal Date – December 16, 2025
- GoDaddy
  - Account Holder/Record Owner – Mach 1 Global Services, Inc.
    - Domain Name – MACHIGLOBAL.COM
      - Renewal Date – March 26, 2021
    - Domain Name – MIGLOBALTRACK.COM
      - Renewal Date – May 15, 2024
    - Domain Name – MIGLOBALSERVICES.COM
      - Renewal Date – May 15, 2022