

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URS MANAGEMENT SERVICES, INC.		12/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLTRAN FINANCIAL, LP		
Street Address:	5800 North Course Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77072		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5643929	ALLTRAN	
Registration Number:	5715935	LET'S SOLVE IT TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	ipdocketing@sidley.com		
Correspondent Name:	Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	12/08/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") effective December 8, 2021 ("Effective Date") is by and between **URS MANAGEMENT SERVICES, INC.**, a Delaware corporation, having a principle business address of 620 West Germantown Pike, Suite 220, Plymouth Meeting, Pennsylvania 19462 ("Assignor") and **ALLTRAN FINANCIAL, LP**, a Texas limited partnership, having a principle business address of 5800 North Course Drive, Houston, Texas 77072 ("Assignee"). Collectively, Assignor and Assignee are referred to herein as "the Parties".

WHEREAS, Assignor owns the trademarks described on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing, Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademarks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks.

3. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect

the purpose of this Assignment, without additional consideration; provided however that in no event shall Assignor incur any out-of-pocket costs in association with the foregoing. Assignor will communicate to Assignee all facts known to it relating to the Trademarks, and do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world; provided however that in no event shall Assignor incur any out-of-pocket costs In association with the foregoing.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed In accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.


URS MANAGEMENT SERVICES, INC.

By:  Jonathan Brand

Name: Jonathan Brand

Title: VP, Corporate Legal

ALLTRAN FINANCIAL, LP

By:  Jonathan Brand

Name: Jonathan Brand

Title: VP, Corporate Legal

SCHEDULE A

Owner	Mark	Registration No.	Date of Registration	Status	Jurisdiction
URS Management Services, Inc.	ALLTRAN	5643929	01/01/2019	Registered	United States Patent and Trademark Office
URS Management Services, Inc.	LET'S SOLVE IT TOGETHER	5715935	04/02/2019	Registered	United States Patent and Trademark Office

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[Schedule A to Trademark Assignment Agreement]