

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMAR ZAMBRANO		08/08/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	PRIME GROUP LOGISTICS HOLDING LLC		
Street Address:	1301 NORTHWEST 84TH AVE		
Internal Address:	SUITE 127		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5636201	EX BLUEX AVIATION	
Registration Number:	5523357	PRIME GROUP LOGISTICS HOLDING	
CORRESPONDENCE DATA			
Fax Number:	5616508530		
<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:	5616715822		
Email:	PTOMAIL@SHUTTS.COM		
Correspondent Name:	JODI-ANN TILLMAN		
Address Line 1:	SHUTTS & BOWEN LLP		
Address Line 2:	525 OKEECHOBEE BLVD, SUITE 1100		
Address Line 4:	WEST PALM BEACH, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	37102.0009		
NAME OF SUBMITTER:	JODI-ANN TILLMAN		
SIGNATURE:	/JODI-ANN TILLMAN/		
DATE SIGNED:	02/03/2022		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **Assignment Of Intellectual Property** (this “**Agreement**”), dated August 8, 2019 and deemed effective as of July 31, 2019 (the “**Effective Date**”), is entered into by and between Omar Zambrano, a United States citizen having an address at 1316 Northwest 78th Avenue, Miami, Florida 33126 (“**Assignor**”), and Prime Group Logistics Holding LLC, a Florida limited liability company having an address at 1301 Northwest 84th Avenue, Suite 127, Miami, Florida 33126 (“**Assignee**”). All capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Purchase Agreement (as defined below). The Assignor and Assignee are collectively referred to in this Agreement as the “**Parties**”.

WHEREAS, Assignor is an owner of Peiz Holdings, LLC, a Florida limited liability company (“**Peiz**”), which is an owner of the Assignee, and Assignor is causing Peiz to enter into that certain Membership Interest Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Peiz and World Freight Company Investment, Inc. (“**Purchaser**”);

WHEREAS, Assignor owns the trademarks set forth on Schedule A for use in connection with the Business, including all goodwill associated therewith (the “**Trademarks**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver (“**Transfer**”) to Assignee all Intellectual Property owned by Assignor solely used in the operation of the Business of the Assignee and/or the Acquired Companies (including the Trademarks), for value received as among Assignor, Assignee, and Purchaser, the adequacy and sufficiency of which is hereby acknowledged by Assignor; and

WHEREAS, Assignor desires to Transfer to Assignee, and Assignee desires to receive from Assignor, ownership of all Intellectual Property owned by Assignor solely used in the operation of the Business of the Assignee and/or the Acquired Companies (including the Trademarks), including all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement.
2. **Assignment of Trademarks.** In partial consideration of and subject to the Purchase Agreement, Assignor hereby Transfers to Assignee, all of Assignor’s right, title, and interest in and to: (a) each of the Trademarks, including all goodwill associated therewith (collectively, the “**Assigned Intellectual Property**”); and (c) all Enforcement and Recovery Rights associated with the Assigned Intellectual Property. For purposes of this Agreement, “**Enforcement and Recovery Rights**” means the right to sue and recover for past, current or future infringements, misappropriations or violations of an Intellectual Property right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the Effective Date).
3. **Cooperation; Further Assistance.** Assignor shall assist Assignee, at Assignee’s reasonable cost and expense (upon submission of supporting documentation), to an extent reasonably necessary, to Transfer title in and to the Assigned Intellectual Property and/or to enforce their rights in the Assigned Intellectual Property. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may reasonably

request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement. If, after the Effective Date, the Purchaser or Assignor identify any Intellectual Property solely used in the operation of the Business of the Assignee and/or the Acquired Companies, Assignor shall promptly Transfer the applicable Intellectual Property to Assignee for no consideration.

4. Purchase Agreement. This Agreement is being executed in connection with, and is subject to all rights, remedies, representations, warranties, covenants, obligations and agreements set forth in the Purchase Agreement. Except as otherwise provided herein, nothing in this Agreement shall be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement. If any provision of this Agreement conflicts with or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
5. Miscellaneous. The Miscellaneous provisions set forth in Section 11 of the Purchase Agreement are hereby incorporated by reference herein. Notwithstanding anything to the contrary in this Agreement or by virtue of the incorporation described in the preceding sentence, the Parties acknowledge and agree that Purchaser is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

ASSIGNEE:

PRIME GROUP LOGISTICS HOLDING LLC

By: 

Name: Roger Paredes

Title: Manager

ASSIGNOR:

OMAR ZAMBRANO 

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007611 FRAME: 0339

SCHEDULE A
Trademarks

See attached.

United States of America

United States Patent and Trademark Office



Reg. No. 5,636,201

Registered Dec. 25, 2018

Int. Cl.: 35

Service Mark

Principal Register

Zambrano, Omar (UNITED STATES INDIVIDUAL)
1316 North West 78th Ave
Miami, FLORIDA 33126

CLASS 35: Freight logistics management; Freight management services, namely, shipment processing, preparing shipping documents and invoices, tracking documents, packages and freight over computer networks, intranets and the internet for business purposes; Independent sales representatives in the field of transportation services; Independent sales representatives in the field of freight management services; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 12-30-2015; IN COMMERCE 12-30-2015

The color(s) BLUE and BLACK is/are claimed as a feature of the mark.

The mark consists of the letter "EX" in white transparent fashion within the lower right-hand corner of a blue box. To the right the words "BLUEX AVIATION" appear in color black. The color white represents background or transparent area and is not claimed as a feature of the mark.

No claim is made to the exclusive right to use the following apart from the mark as shown: "AVIATION"

SER. NO. 87-705,316, FILED 12-01-2017



Anderi Iancu

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 007611 FRAME: 0341

United States of America

United States Patent and Trademark Office



Reg. No. 5,523,357

Registered Jul. 24, 2018

Int. Cl.: 35, 39

Service Mark

Principal Register

Zambrano, Omar (UNITED STATES INDIVIDUAL)
1316 North West 78th Ave
Miami, FLORIDA 33126

CLASS 35: Freight logistics management; Freight management services, namely, shipment processing, preparing shipping documents and invoices, tracking documents, packages and freight over computer networks, intranets and the internet for business purposes; Import-export agency services; Independent sales representatives in the field of transportation services; Independent sales representatives in the field of freight management services; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 12-30-2015; IN COMMERCE 12-30-2015

CLASS 39: Freight brokerage; Freight services; Import and export cargo handling services; Transport, delivery, packaging, and storage of goods

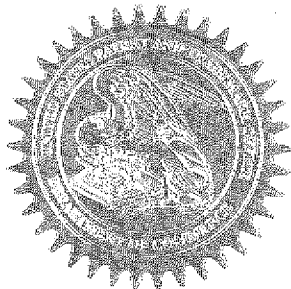
FIRST USE 12-30-2015; IN COMMERCE 12-30-2015

The color(s) blue, dark blue and black is/are claimed as a feature of the mark.

The mark consists of the letters "PG" appearing in a stylized intertwined fashion, appearing the letter "P" in light blue and "G" in dark blue. To the right the words "PRIME" in color black on top of the word "GROUP" in color dark blue and underneath the words "LOGISTICS HOLDING" in light blue. The color white represents background or transparent area and is not claimed as a feature of the mark.

No claim is made to the exclusive right to use the following apart from the mark as shown: "GROUP LOGISTICS HOLDING"

SER. NO. 87-705,180, FILED 12-01-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office