

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900746863		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport Shipex Inc.		01/23/2023	Corporation: CANADA
Shipex Transport Inc.		01/23/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ShipEX, LLC		
Street Address:	376 East 400 South, Suite 100		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84093		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5797472	SHIPEX	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1200		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	03/22/2023		
Total Attachments: 3			
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SCHEDULE A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between ShipEX, LLC, a Utah limited liability company, with an address at 376 E 400 S, Suite 100, Salt Lake City, UT 84093 (“**ShipEX**”), on the one hand, and Transport Shipex Inc., a Canadian corporation with an address at 683 Terrasse du Ruisseau, Suite 302, Lachine, Quebec, CA H8T3L7 (“**Transport Shipex**”) and Shipex Transport Inc., a Canadian corporation with an address at 683 Terrasse du Ruisseau, Suite 302, Lachine, Quebec, CA H8T3L7 (“**Shipex Transport**”), on the other hand, each a party to that certain Settlement Agreement, executed concurrently with this Trademark Assignment (the “**Settlement Agreement**”). Transport Shipex and Shipex Transport are collectively referred to as “**TSI**.”

WHEREAS, under the terms of the Settlement Agreement, TSI agreed to execute this Trademark Assignment for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and to deliver it to ShipEX.

NOW THEREFORE, ShipEX and TSI agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TSI hereby irrevocably conveys, transfers, and assigns to ShipEX all of TSI's right, title, and interest in and to the following:

(a) U.S. Trademark Registration No. 5,797,472, and all issuances, extensions, and renewals thereof, any and all U.S. common law rights in SHIPEX, together with the goodwill of the business connected with the use of, and symbolized thereby, in the U.S.;

(b) Canadian Trademark Registration No. 1872688, and all issuances, extensions, and renewals thereof, any and all Canadian common law rights in SHIPEX, together with the goodwill of the business connected with the use of, and symbolized thereby, in Canada ((a) and (b) collectively referred to as the “**Assigned Trademarks**”); and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. TSI hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record and register this Trademark Assignment upon request by ShipEX. Following the date hereof, at ShipEX's reasonable cost and expense, TSI will take such steps and

actions, and provide such cooperation and assistance to ShipEX and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to ShipEX, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of TSI and ShipEX with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, indemnities, conditions, and limitations contained in the Settlement Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

/signature page follows/

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the Effective Date.

ShipEX LLC

By: Edwin Dylone

Name: EDWIN DYLONE

Title: CEO

Date: 1/23/23

Transport Shipex Inc.

By: [Signature]

Name: Susan Klingbell

Title: President

Date: Jan 20 / 2023

Shipex Transport Inc.

By: [Signature]

Name: Susan Klingbell

Title: President

Date: Jan / 20 / 2023