

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEPTUNE LEASING, INC.		11/13/2023	Corporation: TEXAS
KELLEY LEASING PARTNERS, LLC		11/13/2023	Limited Liability Company: TEXAS
GTM MANUFACTURING, LLC		11/13/2023	Limited Liability Company: TEXAS
OLIVER KENDALL KELLEY		11/13/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	KELLEY LEASING PARTNERS MANAGEMENT, LLC		
Street Address:	701 S. Taylor St., Suite 300		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4872853	KELLEY PACK	
Serial Number:	86418771	KLP KELLEY LEASING PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	5125428612		
<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:	5125428461		
Email:	htitcomb@velaw.com		
Correspondent Name:	HALEY TITCOMB		
Address Line 1:	VINSON & ELKINS LLP		
Address Line 2:	200 WEST 6TH STREET, SUITE 2500		
Address Line 4:	AUSTIN, TEXAS 78701		
NAME OF SUBMITTER:	Haley Titcomb		
SIGNATURE:	/Haley Titcomb/		
DATE SIGNED:	11/16/2023		

OP \$65.00 4872853

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of November 13, 2023 (the “**Effective Date**”) is entered into among Kelley Leasing Partners Management, LLC (“**Assignee**”), Neptune Leasing, Inc., a Texas corporation (“**Neptune Leasing**”), Kelley Leasing Partners, LLC, a Texas limited liability company (“**KLP**”) and GTM Manufacturing, LLC, a Texas limited liability company (“**GTM**”, and together with Neptune Leasing and KLP, collectively “**Sellers**”) and Oliver Kendall Kelley (“**Ken Kelley**”, and together with the Sellers, collectively, the “**Assignors**”). Each of the Assignors and Assignee to this Assignment are sometimes referred to in this Assignment collectively as the “**Parties**” and each individually as a “**Party**.”

RECITALS

The Assignors, Assignee and certain other parties have entered into the Asset Purchase Agreement dated as of the Effective Date (the “**Purchase Agreement**”).

The Assignors are the owners of certain registered and common trademarks, domain names and other intellectual property listed in Schedule 1 (collectively, the “**Assigned IP**”).

Ken Kelley is a direct or indirect equityholder of each of the Sellers and has agreed to (a) assign to the Assignee all of his right, title and interest in and to the Assigned IP and (b) consent to the Sellers’ assignment to the Assignee of all of their right, title and interests in and to the Assigned IP, in each case, in accordance with the terms of the Purchase Agreement and this Assignment Agreement.

Pursuant to the Purchase Agreement, the Sellers have agreed to assign to the Assignee all of their right, title and interest in and to the Assigned IP.

Assignee has agreed to acquire all of their right, title and interest in and to the Assigned IP.

AGREEMENT

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Construction. All Schedules to this Assignment are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Assignment. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean

“including but not limited to” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Any reference in this Assignment to “\$” shall mean U.S. dollars. Any words imparting the singular number only shall include the plural and vice versa. The words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Assignment as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

3. Assignment. Each of the Assignors hereby agree to assign and hereby, absolutely and unconditionally, convey, sell, assign, transfer, grant and set over unto the Assignee, all worldwide rights, title and interest and benefit in and to the Assigned IP, including all of the common law rights in and goodwill associated therewith, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned IP, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignors if this sale had not been made, and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. The Assignors warrant that the Assignors have the full right to convey the entire interest herein assigned, and hereby authorize and request the U.S. Patent and Trademark Office, and the U.S. Copyright Office, or any foreign equivalent thereto, and any other applicable governmental authority to record the Assignee, including any of its successors and designees, as owner of the Assigned IP, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

5. Cooperation. The Assignors covenant and agree to execute any further lawful documents and take any other reasonable actions that may be necessary or appropriate to fully vest in Assignee the assigned rights and interests in the Assigned IP, and to effectuate the assignment of the Assigned IP, with the respective governmental authority. In addition, the Assignors covenant and agree that they shall not oppose any of the Assigned IP, seek to challenge the Assigned IP, object to any use by Assignee of the Assigned IP, or assist any third party in any of the foregoing.

6. Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations and warranties, covenants, and other provisions set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. This Assignment is intended only to effect the transfer of the Assigned IP pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

7. Governing Law. This Assignment and any Action arising from or relating to this Assignment, any relief or remedies sought by any Party and the rights and obligations of the Parties shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware.

8. Amendment, Modification and Waiver. This Assignment may not be modified, amended or terminated except by written agreement specifically referring to this Assignment signed by the Parties. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

10. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. Entire Assignment. This Assignment, together with the Purchase Agreement and the other Ancillary Agreements, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. In the event of a conflict or inconsistencies between the terms and conditions of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

12. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

[Signature page follows.]

The Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

**KELLEY LEASING PARTNERS
MANAGEMENT, LLC**

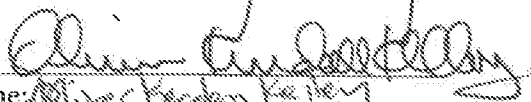
By: 

Name: Alberto Chiesara

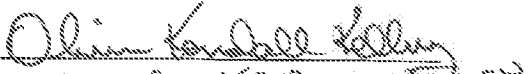
Title: President

ASSIGNORS:

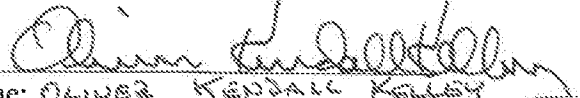
NEPTUNE LEASING, INC.


By: 
Name: Oliver Kendall Kelley
Title: President

KELLEY LEASING PARTNERS, LLC

By: 
Name: OLIVER KENDALL KELLEY
Title: ~~MANAGER~~ Side Member

GTM MANUFACTURING, LLC

By: 
Name: OLIVER KENDALL KELLEY
Title: MANAGER


Oliver Kendall Kelley

Schedule 1:
ASSIGNED IP

- 1) The “Kelley Leasing Partners” branding, including, “Kelley Leasing Partners”, “Kelley Leasing”, and “KLP”, and any logos and other common law trademarks and trade dress and any copyrightable elements or other intellectual property used in the Kelley Leasing Partners branding.

- 2) The following domain names and Internet addresses:
KelleyLeasing.com
KelleyLeasing.net
KelleyLeasingPartners.com
KelleyLeasing.partners

- 3) The following U.S. trademark applications and registrations:

Trademark	Application No. / Registration No.	Application Date / Registration Date	Status	Owner Name
KELLEY PACK	App 86419411 Reg 4872853	App 09-OCT-2014 Reg 22-DEC-2015	Registered	KELLEY LEASING PARTNERS, LLC
KLP KELLEY LEASING PARTNERS	App 86418771	App 08-OCT-2014	Abandoned	KELLEY LEASING PARTNERS, LLC