

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:	900819604		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norfolk Southern Corporation		10/25/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	ModalView LLC		
Street Address:	100 E Hector St #395		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2843627	MODALVIEW	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4045047656		
Email:	aklein@mmmlaw.com		
Correspondent Name:	Ashley N. Klein		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Rd. NE		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	37079-142483		
NAME OF SUBMITTER:	Ashley N. Klein		
SIGNATURE:	/Ashley N. Klein/		
DATE SIGNED:	12/18/2023		
Total Attachments: 4			
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source=MODALVIEW - Trademark Assignment Agreement 10.25.2023.docx#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between Norfolk Southern Corporation, a Virginia corporation (the “**Assignor**”), and ModalView LLC, a Delaware limited liability company (the “**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

WHEREAS, Assignor along with DrayNow, has created a joint venture (ModalView LLC, the Assignee hereto), to transform the intermodal capabilities of rail, and as part of the ongoing business of Assignee, the trademark asset identified in Schedule A attached herein (the “**Trademark**”) is to be transferred to Assignee; and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Trademark to Assignee.

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Trademark, including all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Trademark, including but not limited to the trademark registration listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademark, and the registration therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Trademark, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Trademark hereunder and, if appropriate, to assure that the transfer of the Trademark is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the patent and trademark offices of foreign jurisdictions, all at the Assignee’s sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:
Norfolk Southern Corporation

ASSIGNEE:
ModalView LLC

DocuSigned by:
By: Toren Elsen
Name: Toren Elsen
Title: Assistant Deputy General Counsel
Date: 10/25/2023 | 2:20 PM EDT

DocuSigned by:
By: [Signature]
Name: Mike Albert
Title: CEO & Founder
Date: 10/29/2023 | 5:28 AM PDT

SCHEDULE A

Mark	Appl./ Reg. No./ Country	Filing/ Reg. Date	Services	Status
MODALVIEW	76/414/856 2,843,627 US	05/30/2002 05/18/2004	<i>Class 42: Providing customized, online webpages featuring information to facilitate tracking and supply chain management of commodities shipped for others.</i>	REGISTERED