

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lakeview Capital Holdings, L.L.C.		06/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Brasfield & Gorrie, L.L.C.
<b>Street Address:</b>	3021 Seventh Avenue South
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35233
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	76165188	BRASFIELD & GORRIE
Serial Number:	76165187	BRASFIELD & GORRIE
Serial Number:	76165199	BRASFIELD & GORRIE BENCHMARK

**CORRESPONDENCE DATA**

Fax Number: 2054885891  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 205-226-3404  
 Email: ppsmith@balch.com  
 Correspondent Name: Pamela Payne Smith  
 Address Line 1: 1901 Sixth Ave N, Suite 1500  
 Address Line 4: Birmingham, ALABAMA 35203

<b>NAME OF SUBMITTER:</b>	Pamela Payne Smith
<b>Signature:</b>	/ppsmith/

OP \$90.00 76165188

Date:

05/21/2013

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made and entered into effective as of the 25<sup>th</sup> day of June, 2007 (the "Effective Date") by and between Lakeview Capital Holdings, L.L.C. (formerly Gorrie Holdings, L.L.C.), a Delaware limited liability company with its principal place of business at 3021 Seventh Avenue South, Birmingham, Alabama 35233 ("Assignor") and Brasfield & Gorrie, L.L.C., a Delaware limited liability company with its principal place of business at 3021 Seventh Avenue South, Birmingham, Alabama 35233 ("Assignee").

WHEREAS, Assignor has determined it is in its best interests to convey and assign the intellectual property identified in Paragraph 1 below to Assignee in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under trademarks, trade names, service marks, trade dress and all goodwill associated therewith; patents, patent applications, continuations and continuations in-part, together with all registrations, reissues, reexaminations, divisionals or extensions of any kind; improvements and derivations of the foregoing; and all documents, data and information relating to the foregoing; in each case, owned, developed, or used by Assignor whether or not protectable under federal copyright, patent or trademark law and whether or not registered with the United States Copyright Office or the United States Patent and Trademark Office, including, without limitation, the trademark registrations set forth in Exhibit A (collectively, the "Intellectual Property") and all rights to enforce the Intellectual Property. Assignor further covenants to cooperate, at the expense of Assignee, with any efforts by Assignee to secure and perfect its rights under this Assignment.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that it is assigning all of its right, title and interest to the Intellectual Property, and that it conveys the Intellectual Property to Assignee free and clear of any liens or encumbrances. Assignor further represents and warrants that Assignor has not heretofore assigned or otherwise transferred the Intellectual Property, and that there are no claims or threatened claims including, without limitation, cease-and-desist letters, trademark infringement, invalidity, dilution, sponsorship claims or any administrative actions against the Intellectual Property or Assignor.

3. Cooperation. Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Intellectual Property.

4. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

5. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Delaware.

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

ASSIGNOR:  
LAKEVIEW CAPITAL HOLDINGS, L.L.C.

Randall J. Freeman  
By: Randall J. Freeman  
Its: Member

ASSIGNEE:  
BRASFIELD & GORRIE, L.L.C.

Randall J. Freeman  
By: Randall J. Freeman  
Its: Member

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, as Notary Public, in and for said County in said State, hereby certify that Randall J. Freeman member of Lakeview Capital Holdings, L.L.C. whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 29<sup>th</sup> day of June, 2007.

Krista V. Smith  
Notary Public

My Commission Expires October 21, 2008

[NOTARIAL SEAL]

**EXHIBIT A**

**TRADEMARKS**

United States  
Application Number

Mark

76/165,188  
76/165,187  
76/165,199

BRASFIELD & GORRIE (word mark)  
BRASFIELD & GORRIE (design mark/logo)  
BRASFIELD & GORRIE BENCHMARK