#### 900261518 07/24/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EverGreen Data Continuity, Inc.		07/23/2013	CORPORATION:

### RECEIVING PARTY DATA

Name:	Key Control Holdings, Inc.
Street Address:	6700 Hollister
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: TEXAS

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2853030	EVERGREEN

# CORRESPONDENCE DATA

Fax Number: 8328308958

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 2819743458

Email: wattner@adolphlocklar.com

Correspondent Name: Adolph Locklar Address Line 1: 4615 SW Freeway

Address Line 2: Suite 630

Address Line 4: Houston, TEXAS 77027

ATTORNEY DOCKET NUMBER:	EVERGREEN
NAME OF SUBMITTER:	Kimberly Wattner
Signature:	/Michael Locklar/
Date:	07/24/2013

Total Attachments: 1

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**REEL: 005077 FRAME: 0251** 

**TRADEMARK** 

### TRADEMARK ASSIGNMENT

In consideration of one dollar and other good and valuable consideration the sufficiency of which is hereby acknowledged, EverGreen Data Continuity, Inc. ("Evergreen") agrees as follows.

- 1. Evergreen assigns to Key Control Holdings, Inc. all right, title and interest of Evergreen in and to:
  - (a) US trademark registration 2,853,030 (EVERGREEN); and
  - (b) the goodwill related to the mark assigned in (a) above; and
  - (d) all suits, proceedings, rights, recoveries (whether known or unknown, matured or unmatured, accrued or contingent) that Evergreen may have against any person relating to or arising out of any of the rights assigned above, including claims against any person for compensation, insurance claims, claims of infringement or misappropriation or past infringement or past misappropriation of any rights assigned in (a) and (b) above, whether arising prior to or after the date of this Trademark Assignment.
- 2. Evergreen shall, from time to time and as necessary, execute and deliver to Key Control Holdings, Inc. all agreements and other documents reasonably necessary to give effect to this assignment.
- 3. This Trademark Assignment is binding on Evergreen and its successors and assigns for the benefit of Key Control Holdings, Inc. and its successors and assigns.

	Print name: Stylen A. Surns  Title: President  Date: 7-23-13	90
On 7/23 Presiden + Assignment before me.	Acknowledgement	
	AMPSHIR III	8"

EverGreen Data Continuity, Inc.

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RECORDED: 07/24/2013