

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
JLMCI, Inc.	FORMERLY Jack L. Massie Contractor, Inc.	01/09/2014	CORPORATION: VIRGINIA
Massie Corporation		01/09/2014	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	American Infrastructure, Inc.
Street Address:	1805 Berks Road
City:	Worcester
State/Country:	PENNSYLVANIA
Postal Code:	19490
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85312195	JACK L. MASSIE CONTRACTOR, INC.
Serial Number:	85628977	JACK L. MASSIE CONTRACTOR, INC.
Serial Number:	85312231	MASSIE CORPORATION

**CORRESPONDENCE DATA**

Fax Number: 7575173009  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 757-517-3010  
 Email: mbowman@evalaw.net  
 Correspondent Name: Mark R. Bowman  
 Address Line 1: 101 W. Main Street  
 Address Line 2: Suite 4300  
 Address Line 4: Norfolk, VIRGINIA 23510

NAME OF SUBMITTER:	Mark Bowman
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OP \$90.00 85312195

Signature:	/Mark R. Bowman/
Date:	01/13/2014
<b>Total Attachments: 6</b> source=Trademark Assignment - JLMCI, Inc. - Executed#page1.tif source=Trademark Assignment - JLMCI, Inc. - Executed#page2.tif source=Trademark Assignment - JLMCI, Inc. - Executed#page3.tif source=Trademark Assignment - Massie Corp. - Executed#page1.tif source=Trademark Assignment - Massie Corp. - Executed#page2.tif source=Trademark Assignment - Massie Corp. - Executed#page3.tif	

November 12, 2013

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between JLMCI, Inc. (formerly Jack L. Massie Contractor, Inc.) ("Assignor") and American Infrastructure, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified as follows: the standard character mark Jack L. Massie Contractor, Inc., USPTO Serial Number 85312195, and Jack L. Massie Contractor, Inc., a word mark with an accompanying design, USPTO Serial Number 85628977 (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$33,333.00 for the standard character mark and \$33,334.00 for the word mark with accompanying design, payable on or before January 30, 2014.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly joins itself to this agreement.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Virginia.

Date: November 12, 2013

JLMCI, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

American Infrastructure, Inc.

  
\_\_\_\_\_  
Signature

DENIS P MOORE  
\_\_\_\_\_  
Printed Name

TRADEMARK

REEL: 005191 FRAME: 0358

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

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8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Virginia.

Date: November 12, 2013

JLMCI, INC.

American Infrastructure, Inc.

  
Signature

\_\_\_\_\_  
Signature

STEVE L. MASSE  
Printed Name

\_\_\_\_\_  
Printed Name