

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InXpress, LLC		11/10/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	InXpress Global, Ltd.		
Street Address:	5 Blueberry Business Park, Wallhead Road		
Internal Address:	Rochdale		
City:	Lancashire		
State/Country:	ENGLAND		
Postal Code:	0L16 5AF		
Entity Type:	LIMITED LIABILITY COMPANY: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3407142	INXPRESS	
Registration Number:	3383209	INXPRESS INNOVATIVE FREIGHT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8013649127		
<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:	801-530-7324		
Email:	dlangeland@cnmlaw.com		
Correspondent Name:	David J. Langeland		
Address Line 1:	10 East South Temple		
Address Line 2:	Suite 900		
Address Line 4:	Salt Lake City, UTAH 84133		
ATTORNEY DOCKET NUMBER:	96229.1		
DOMESTIC REPRESENTATIVE			
Name:	David J. Langeland		
Address Line 1:	10 East South Temple		
Address Line 2:	Suite 900		
Address Line 4:	Salt Lake City, UTAH 84133		

OP \$65.00 3407142

NAME OF SUBMITTER:	David J. Langeland
SIGNATURE:	/David J. Langeland/
DATE SIGNED:	11/26/2014
Total Attachments: 4 source=USA Assignment of Trademark Nov 10 14#page1.tif source=USA Assignment of Trademark Nov 10 14#page2.tif source=USA Assignment of Trademark Nov 10 14#page3.tif source=USA Assignment of Trademark Nov 10 14#page4.tif	

**Trademark Assignment Agreement
(United States)**

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between InXpress, LLC, a Utah limited liability company whose registered office is at 9815 South Monroe Street, Suite 306, Sandy, Utah 84070 USA ("Assignor"), and InXpress Global, Ltd., (Company Number 8181891) a private company limited by shares and registered under the laws of England and Wales whose principal office is a 5 Blueberry Business Park, Wallhead Road, Rochdale, Lancashire, OL16 5AF ("Assignee")

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, as its wholly-owned parent company, all of Assignor's right, title, and interest in and to all of the trademarks identified on the attached Exhibit A, which is incorporated by reference ("Assigned Trademarks"). The Assigned Trademarks include (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, (b) the Assigned Trademarks whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, (c) all registrations and applications for registration of the Assigned Trademarks, (d) issuances, extensions and renewals of such registrations and applications, (e) all licenses and similar contractual rights with respect to any of the Assigned Trademarks granted by Assignor to any third party, (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, (g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, and (h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Notwithstanding anything to the contrary in this Agreement, no intent to use application is assigned by this Agreement until the application matures into registration, and the trademark identified in the application is registered in the United States Patent and Trademark Office. Upon registration of the trademark, no further act is necessary for the assignment of the application and resulting registration to be effective.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO"), and any other national, federal and state government officials to record and register this Agreement upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably

requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Cooperation. Assignor agrees not to challenge Assignee's rights in and to the Assigned Trademarks, or to take any action whatsoever with respect to the Assigned Trademarks, except as specifically requested or consented to in writing by Assignee, or as provided under this Agreement. Assignee shall have the sole right to sue for infringement of the Assigned Trademarks for any claims arising or accruing prior to or after the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

6. General.

a Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

d Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

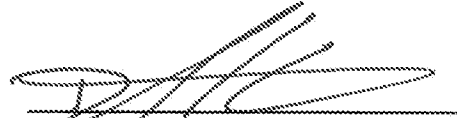
e Electronic Signatures. Assignor and Assignee expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

Dated 10 November 2014.

ASSIGNOR

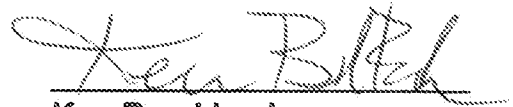
InXpress, LLC

Signed:



Dustin Hansen
President and CEO

Signed:

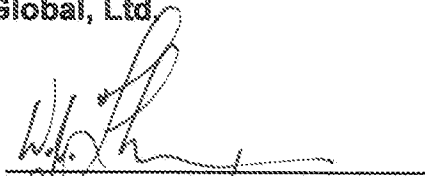


Ken Brockbank
Director

ASSIGNEE

InXpress Global, Ltd

Signed:



William John Thompson
Director

Signed:



Zoe Kirby
Director/Secretary

Exhibit A

Assigned Trademarks

<u>Trademark</u>	<u>Registration No.</u>
INXPRESS INNOVATIVE FREIGHT SOLUTIONS (with design) ®	3,383,209
INXPRESS®	3,407,142