

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linden Bulk Transportation Co., Inc.		08/18/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Linden Bulk Transportation LLC		
Street Address:	4200 Tremley Point Road		
City:	Linden		
State/Country:	NEW JERSEY		
Postal Code:	07036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1635027	LINDEN	
Registration Number:	1724290	QUALITY COMES FROM THE CENTER OF THE DIA	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	(908) 654-5000		
Email:	trademarkadmin@lerner david.com		
Correspondent Name:	Robert B. Cohen		
Address Line 1:	600 South Ave. W		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	LINDEN 9.0-001		
NAME OF SUBMITTER:	Ellen Bernero		
SIGNATURE:	/Ellen Bernero/		
DATE SIGNED:	11/22/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 18, 2016, is made by Linden Bulk Transportation Co., Inc., a New Jersey corporation (“**Seller**”), in favor of Linden Bulk Transportation LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of August 1, 2016, by and among Seller, related parties of Seller, Buyer and related parties of Buyer (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, including the LINDEN[®] trademark (U.S. Reg. No. 1,635,027) and the QUALITY COMES FROM THE CENTER OF THE DIAMOND[®] service mark (U.S. Reg. No. 1,724,290) in consideration for terms set forth in the Asset Purchase Agreement and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


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

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LINDEN BULK
TRANSPORTATION CO., INC.

By: 
Name: *Debora Satz Finkelstein*
Title: *Authorized Signatory*

AGREED TO AND ACCEPTED BY:

LINDEN BULK
TRANSPORTATION LLC

By: Odyssey Logistics & Technology
Corporation, its Manager

By: _____

Name:
Title:

[signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LINDEN BULK
TRANSPORTATION CO., INC.

By: _____

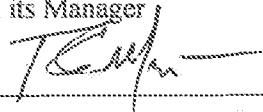
Name:

Title:

AGREED TO AND ACCEPTED BY:

LINDEN BULK
TRANSPORTATION LLC

By: Odyssey Logistics & Technology
Corporation, its Manager

By:  _____

Name: *Raymond G. Maier*
Title: *Executive Vice President*

[signature page to IP Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

LINDEN, Reg. No. 1,635,027, a registration in Class 39 for transportation of goods by truck, warehouse handling and storage services.

QUALITY COMES FROM THE CENTER OF THE DIAMOND, Reg. No. 1,724,290, a registration in Class 39 for transportation of goods by truck, warehouse handling and storage services.