

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schweickart & Associates, Inc.		01/09/2017	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	On Hold USA LLC		
<b>Street Address:</b>	37 North Orange Avenue		
<b>Internal Address:</b>	Suite 755		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32801		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4322848	ONHOLDUSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8885017116		
<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>			
<b>Phone:</b>	(317) 721-3290		
<b>Email:</b>	kris@wormserlegal.com		
<b>Correspondent Name:</b>	Kris Casey		
<b>Address Line 1:</b>	1075 Broad Ripple Avenue		
<b>Address Line 2:</b>	Suite 226		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46220		
<b>NAME OF SUBMITTER:</b>	Kris Casey		
<b>SIGNATURE:</b>	/Kris Casey/		
<b>DATE SIGNED:</b>	02/07/2017		
<b>Total Attachments: 4</b>			
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OP \$40.00 4322848

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), is made as of this 9<sup>th</sup> day of January, 2017 (the "Effective Date") by and between Schweickart & Associates, Inc., an Indiana corporation (the "Seller"), and On Hold USA LLC, an Indiana limited liability company (the "Buyer"), in connection with that certain Asset Purchase Agreement between Buyer and Seller, dated as of January 9, 2017 (the "Purchase Agreement").

WHEREAS, the Seller is the owner of a certain federally registered trademark on file with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, pursuant to that certain Purchase Agreement, Buyer has purchased all or substantially all of the assets of Seller; and

WHEREAS, pursuant to the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, that certain trademark, more particularly described in Section 1, and all associated and underlying goodwill, and has agreed to execute and deliver such additional documents, instruments, conveyances, and assurances as may be reasonably required to carry out the provisions of the Purchase Agreement.

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NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller irrevocably conveys, transfers, and assigns to Buyer, and Buyer accepts, all of Seller's right, title, and interest in and to the federally registered trademark on file with the USPTO with a registration number of 4322848 and a registration date of April 23, 2013, which such trademark is depicted on Schedule 1, attached hereto and incorporated herein by reference, together with all of the goodwill of the business connected with, arising out of, or in relation to, the use of, and symbolized by such trademark (such trademark and goodwill collectively being the "Assigned Trademark"), including the following:

a. the trademark registration for the Assigned Trademark and all extensions and renewals thereof;

b. all rights of any kind accruing to Seller pursuant to the Assigned Trademark provided by the applicable law of any jurisdiction, by international treaties or conventions, or otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds of any kind, whether now or hereafter due and payable, with respect to the Assigned Trademark; and

d. any and all claims, causes of action, or other enforcement rights with respect to the Assigned Trademark, whether the same accrue before, on, or after the Effective Date,

including, without limitation, all rights to and claims for damages, restitution, injunctive, or other legal and equitable relief for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but not the obligation, to sue for any available legal or equitable relief for any of the foregoing, and to collect or otherwise recover any of the foregoing damages.

2. Recordation and Further Action. Seller hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Agreement, and do all other required action to effectuate and reflect the assignment contemplated herein, upon request of the Buyer. Following the Effective Date, upon Buyer's request, Seller shall take all such steps and actions, and provide cooperation and assistance to Buyer, and Buyer's successors, assigns, and legal representatives, including, without limitation, 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 Trademark to Buyer contemplated by this Agreement.

3. Terms of the Purchase Agreement Not Superseded. This Agreement is entered into pursuant to that certain Purchase Agreement, which such Purchase Agreement more fully states the rights and obligations of the parties hereto. The terms, conditions, representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by anything contained herein. To the extent that the terms of the Purchase Agreement conflict with the terms of this Agreement, the terms of the Purchase Agreement shall control.

4. Limited Power of Attorney. Seller hereby irrevocably appoints and constitutes Buyer as Seller's attorney-in-fact for the limited purpose of executing any and all additional documents that may be required to effectuate the transfer of the Assigned Trademark pursuant to this Agreement. Seller acknowledges that this limited power of attorney is coupled with an interest, in that Buyer has an interest in the Assigned Trademark pursuant to the Purchase Agreement and this Agreement, and that in addition to any other consequences under law, this power shall survive the Seller's dissolution so long as any obligations related to the transfer of the Assigned Trademark pursuant to the Purchase Agreement and this Agreement remain outstanding.

5. Entire Agreement. This Agreement and the Purchase Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof and thereof, and expressly supersede any prior or contemporaneous communications, whether written or oral, with respect to the subject matter contained herein and therein.

6. Counterparts. This Agreement may be executed in multiple counterparts and by electronic PDF signature and transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Amendment | Assignability. This Agreement may only be assigned or amended with the prior written consent of the parties hereto.

8. Headings. Headings have been inserted into this Agreement solely for the benefit of the reader and shall not be used in the construction of this Agreement.

9. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action based upon, arising out of, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision thereof.

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IN WITNESS WHEREOF, Seller has duly executed and delivered, and Buyer acknowledges and accepts, this Agreement as of the 9<sup>th</sup> day of January, 2017.

**SELLER**

**Schweickart & Associates, Inc.**, an Indiana corporation

DocuSigned by:

*Jim Schweickart*

12A22FD35F2C4FC...

By: \_\_\_\_\_

Jim Schweickart, President

**BUYER**

**On Hold USA LLC**, an Indiana limited liability company

DocuSigned by:

*Stephen Schweickart*

8DBE9D40B8764DE...

By: \_\_\_\_\_

Stephen Schweickart, Manager

**SCHEDULE 1 TO THE  
TRADEMARK ASSIGNMENT AGREEMENT**

Pursuant to Section 1 of that certain Trademark Assignment Agreement by and between Schweickart & Associates, Inc., an Indiana corporation, and On Hold USA LLC, an Indiana limited liability company, (the "Agreement"), the Assigned Trademark, as defined in the Agreement, shall include that federally registered trademark on file with the United States Patent and Trademark Office described below:

- **Registration Number:** 4322848
- **Registration Date:** April 23, 2013
- **Owner/Registrant:** Schweickart & Associates, Inc., an Indiana corporation
- **Description of Mark:** The mark consists of the wording "ONHOLDUSA" adjacent to a substantially square grid comprised of 12 equally sized and equally spaced rectangles.
- **The Service Mark:**

