

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/08/2017
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINPARK MANAGEMENT LLC		06/07/2017	Corporation: DELAWARE <u>Limited Liability Company</u>
WINPARK MANAGEMENT LLC		06/07/2017	Corporation: TEXAS <u>Limited Liability Company</u>

RECEIVING PARTY DATA

Name:	WINPRO PARKING, LLC
Street Address:	One Union Place
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	Corporation: DELAWARE <u>Limited Liability Company</u>

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2073722	WINPARK
Registration Number:	2825260	WINPARK
Serial Number:	86541069	CLOUDPARK

CORRESPONDENCE DATA

Fax Number: 8602490203
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.
Phone: 8602661779
Email: trademark@wasserbauerlaw.com
Correspondent Name: WASSERBAUER LAW LLC
Address Line 1: PO BOX 382
Address Line 4: Collinsville, CONNECTICUT 06022

ATTORNEY DOCKET NUMBER:	TM1177US00
NAME OF SUBMITTER:	DAMIAN WASSERBAUER
SIGNATURE:	/DAMIAN WASSERBAUER/

OP \$90.00 2073722

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Phone: 8602661779

Email: trademark@wasserbauerlaw.com

Correspondent Name: WASSERBAUER LAW LLC

Address Line 1: PO BOX 382

Address Line 4: Collinsville, CONNECTICUT 06022

ATTORNEY DOCKET NUMBER:	TM1177US00
NAME OF SUBMITTER:	DAMIAN WASSERBAUER
SIGNATURE:	/DAMIAN WASSERBAUER/

OP \$90.00 2073722

DATE SIGNED:	11/01/2017
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment *nunc pro tunc* and corrective assignment (the "Assignment") is entered into this 8th day of March, 2017 (the "Effective Date") by and between **WINPARK MANAGEMENT LLC** (DE #4962819) a Delaware Limited Liability Company and **WINPARK MANAGEMENT LLC**, (TX #801418666) a Texas Foreign Limited Liability Company, each having its principal place of business at 2800 Post Oak Blvd., 50th Floor, Houston, Texas 77056 ("**Assignor**") and **WINPRO PARKING, LLC** (DE #5468508), a Delaware Limited Liability Company, and having its principal place of business at One Union Place, Hartford, CT, 06103 ("**Assignee**").

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, at least as early as April 21, 2011 as listed in attached Exhibit A "WINPARK" (collectively the "Marks"); and
- B. WHEREAS, Assignor entered into an Assignment and Assumption Agreement with Assignee on or about January 31, 2014 (the "Transaction") including the Marks, which Transaction as to the trademark assets is codified in this assignment *nunc pro tunc* effective as of at least January 31, 2014;
- C. WHEREAS, this Assignment corrects the Assignee entity to WinPro Parking, LLC from ProPark, Inc. as previously entered as to the Transaction;
- D. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the Marks;
 - (b) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (d) there are no liens or security interests against the Marks;
 - (e) Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and
 - (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other Assignment to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee this Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.
4. Assignor acknowledged Assignee has paid valuable consideration to Assignor pursuant the Transaction between the parties.
5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.
6. This Assignment shall be binding on and shall inure to the benefit of the parties to this agreement and their successors and assigns, if any.
7. Miscellaneous.
 - (a) This Trademark Assignment, Exhibit A, constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter.
 - (b) This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Connecticut. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Assignment may be heard and determined in any of such courts.
 - (c) This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed Assignment.
 - (d) Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

Assignee:

By: [Signature]

Print Name: JOHN SCHMID

Title: PRESIDENT,
WINPRO PARKING, LLC

State of Connecticut)
) ss:
County of Hartford)

On this 13 day of June, 2017, before me personally appeared John Schmid to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

[Signature]
Notary Public

Eileen M O'Connor
Notary Public
My Commission Expires 07/31/2017

Assignor:

By: [Signature]

Print Name: Liliana Rambo
President
WINPARK MANAGEMENT LLC
a Delaware Limited Liability Company and
WINPARK MANAGEMENT LLC
a Texas Limited Liability Company

State of Texas)
) ss:
County of Harris)

On this 7 day of March, 2017, before me personally appeared Liliana Rambo to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

[Signature]
Notary Public



EXHIBIT A

Serial No.	Country	Title/Mark	FILE DATE	REG. No.	REG. DATE
75113047	US	WINPARK	Jun. 03, 1996	2073722	Jun. 24, 1997
78244035	US	WINPARK	Apr. 30, 2003	2825260	Mar. 23, 2004
86541069	US	CLOUDPARK	Feb. 20, 2015		
Domain					
winpark.com					