

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458213

<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>
NATIONAL SAFETY TRAINING, LLC		01/16/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Safety Council, Inc.		
<b>Street Address:</b>	225 E. ROBINSON ST.		
<b>Internal Address:</b>	SUITE 570		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32801		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4783614	OSHA CAMPUS ONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	evoorheis@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis		
<b>Address Line 1:</b>	800 E. Canal St.		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23220		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		
<b>SIGNATURE:</b>	/Emily S. Voorheis/		
<b>DATE SIGNED:</b>	01/16/2018		
<b>Total Attachments: 5</b>			
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OP \$40.00 4783614



## INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT

This Intellectual Property Bill of Sale and Assignment Agreement (this “*Agreement*”) is made as of January 16, 2018 (the “*Effective Date*”), by and among National Hospitality Training, LLC, a Florida limited liability company (“*NHT*”), National Safety Training, LLC, a Florida limited liability company (“*NST*”), Professional Bartending Schools of America, Inc., an Ohio corporation (“*PBSA*” and, together with NHT and NST, “*Assignors*”) and American Safety Council, Inc., a Florida corporation (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of November 13, 2017 by and among Assignors, Assignee and Roger S. Oldham (“*Purchase Agreement*”).

### RECITALS

**WHEREAS**, pursuant to the Purchase Agreement Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, certain rights, title, and interest in and to the Intellectual Property Rights (as defined in the Purchase Agreement) of Assignors in the Second Closing Purchased Assets (as defined in the Purchase Agreement) (the “*Second Closing Intellectual Property Rights*”); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignors have agreed to execute this Agreement in order to effectively assign, transfer, and convey to Assignee such assets.

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Second Closing Intellectual Property Rights. Upon the terms set forth in the Purchase Agreements, Assignors hereby sell, convey, assign, transfer, deliver and set over to Assignee and its successors and assigns all of Assignors’ right, title and interest in and to any and all of the Second Closing Intellectual Property Rights, set forth on Schedule A attached hereto, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees and legal representatives, including all rights to sue for any past infringement or unauthorized use of any of the foregoing and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives as such rights would have been held and enjoyed by Assignors had this Agreement not been made. In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto (“*Domain Names*”), Assignors agree to provide Assignee, on the Effective Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.
3. Further Assurances. Assignors and Assignee agree to execute and deliver such other assignment agreements and other instruments of conveyance and assignment and will do such other acts and things, at the requesting party’s expense, in each case as that party may reasonably request, as shall be reasonably necessary to vest in Assignee such title to such Second Closing Intellectual Property Rights, and to fulfill and discharge each party’s obligations of conveyance and discharge hereunder and under the Purchase Agreement.
4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to conflict of law provisions thereof.

5. Purchase Agreement. This Agreement is executed and delivered pursuant to Section 2.7 of the Purchase Agreement, and is subject to the terms of the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by email transmission in Adobe portable document format ("**PDF**"), and any such counterpart executed and delivered via facsimile or PDF shall be deemed an original for all purposes.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

**ASSIGNORS:**

NATIONAL HOSPITALITY TRAINING, LLC

By: *R. S. Oldham*  
Name: ROGER S. OLDHAM  
Title: MANAGING MEMBER

NATIONAL SAFETY TRAINING, LLC

By: *R. S. Oldham*  
Name: ROGER S. OLDHAM  
Title: MANAGING MEMBER

PROFESSIONAL BARTENDING SCHOOLS OF AMERICA, INC

By: *R. S. Oldham*  
Name: ROGER S. OLDHAM  
Title: PRESIDENT

**ASSIGNEE:**

AMERICAN SAFETY COUNCIL, INC.

By: \_\_\_\_\_  
Name: John Comly  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

**ASSIGNORS:**

NATIONAL HOSPITALITY TRAINING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL SAFETY TRAINING, LLC

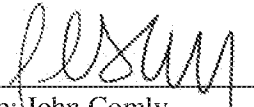
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROFESSIONAL BARTENDING SCHOOLS OF AMERICA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

AMERICAN SAFETY COUNCIL, INC.

By:  \_\_\_\_\_  
Name: John Comly  
Title: Chief Executive Officer

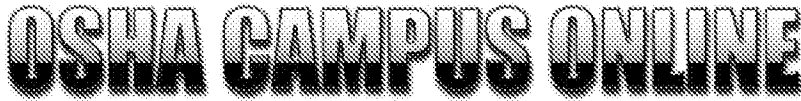
**Schedule A**

**Registered Trademarks**

Mark	Country	Registration No.	Filing Date
OSHA CAMPUS ONLINE	United States	Reg. No. 4,783,614	01/29/2014

**Unregistered Trademarks**

OSHA CAMPUS ONLINE, stylized (as shown below)



**Copyrights**

None

**Patents**

None

**Domains**

Domain
10HOURSAFETYTRAINING.COM
30HOURSAFETYTRAINING.COM
40HOURHAZWOPERTRAINING.ORG
40HOUROSHAHAZWOPERTRAINING.COM
ACADEMYOFFOODSAFETY.COM
ADVANCECAMPUSONLINE.COM
ADVANCECAMPUSONLINE.NET
ALCOHOLCERTIFICATION.COM
ALCOHOLCERTIFICATIONONLINE.COM
arizonatitle4.co
ARIZONATITLE4.COM
arizonatitle4.info
arizonatitle4.net
arizonatitle4.org
arizonatitle4.us
ARIZONATITLE4LIQUORTRAINING.COM
ARIZONATITLEFOURLIQUORTRAINING.COM
ARIZONATITLEFOURTRAINING.COM