

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Ross Group, Inc.		12/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Remote DBA Experts, LLC		
Doing Business As:	RDX		
Street Address:	2000 Ericsson Drive		
City:	Warrendale		
State/Country:	PENNSYLVANIA		
Postal Code:	15086		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4164068	COMMITDBA	
Registration Number:	5365051	DBAMANAGE	
Registration Number:	2123607	DBAONCALL	
Registration Number:	2123608	DBAONSITE	
CORRESPONDENCE DATA			
Fax Number:	4123253324		
<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:	412-325-1115		
Email:	IP@spilmanlaw.com		
Correspondent Name:	William P. Smith		
Address Line 1:	301 Grant Street		
Address Line 2:	One Oxford Center, Suite 3440		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	William P. Smith		
SIGNATURE:	/William P. Smith/		
DATE SIGNED:	01/17/2018		
Total Attachments: 7			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 31, 2017, is made by THE ROSS GROUP, INC., a Delaware corporation ("**Seller**"), in favor of REMOTE DBA EXPERTS, LLC, d/b/a RDX, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement dated December 31, 2017 between Buyer on the one hand, and Seller on the other (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark 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:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 1** hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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, 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 and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall, at Buyer's cost and expense, take such steps and actions, and provide such 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. 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 Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction.

[Signatures on following page.]

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

THE ROSS GROUP, INC.

By: Steve Woody
Name: Steve Woody
Title: President, Commit DBA
Address for Notices:

The Ross Group, Inc.
9039 Springboro Pike, Suite A
Miamisburg, OH 45342
Attn: Mark Ross

With a copy to:

Sebaly, Shillito & Dyer
A Legal Professional Association
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423
Attn: Michael Booth

AGREED TO AND ACCEPTED:

REMOTE DBA EXPERTS, LLC, d/b/a RDX

By: _____
Name:
Title:

Address for Notices:
RDX
2000 Ericsson Drive
Warrendale, PA 15086
Attn: Buddy Flerl

With a copy to:

Spilman Thomas & Battle
One Oxford Centre
301 Grant Street, Suite 3440
Pittsburgh, PA 15219
Attn: Ron Schuler

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TRADEMARK
REEL: 006250 FRAME: 0881

ACKNOWLEDGEMENT

STATE OF OHIO)
)ss:
COUNTY OF WARREN)

On this, the 29 day of December, 2017, before me, a Notary Public, personally appeared Steve Woody who acknowledged himself to be President of **THE ROSS GROUP, INC.**, a Delaware corporation, and that he as such President, being authorized to do so, executed the foregoing Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as President.



HEATHER S GABRIELSON, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 27, 2019

WITNESS my hand and notarial seal.

Heather S Gabrielson

Notary Public

My Commission Expires: 10/27/19

STATE OF _____)
)ss:
COUNTY OF _____)

On this, the _____ day of December, 2017, before me, a Notary Public, personally appeared _____ who acknowledged himself/herself to be _____ of **REMOTE DBA EXPERTS, LLC, d/b/a RDX**, a Delaware limited liability company, and that he/she as such _____, being authorized to do so, executed the foregoing Trademark Assignment Agreement for the purposes therein contained by signing the name of the limited liability company by himself/herself as _____.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: _____

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

THE ROSS GROUP, INC.

By: _____
Name:
Title:
Address for Notices:

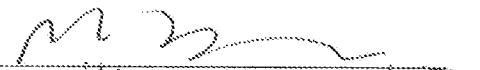
The Ross Group, Inc.
9039 Springboro Pike, Suite A
Miamisburg, OH 45342
Attn: Mark Ross

With a copy to:

Sebaly, Shillito & Dyer
A Legal Professional Association
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423
Attn: Michael Booth

AGREED TO AND ACCEPTED:

REMOTE DBA EXPERTS, LLC, d/b/a RDX

By: 
Name: Milton L Flerl III
Title: CEO

Address for Notices:
RDX
2000 Ericsson Drive
Warrendale, PA 15086
Attn: Buddy Flerl

With a copy to:

Spilman Thomas & Battle
One Oxford Centre
301 Grant Street, Suite 3440
Pittsburgh, PA 15219
Attn: Ron Schuler

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TRADEMARK
REEL: 006250 FRAME: 0883

ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On this, the _____ day of December, 2017, before me, a Notary Public, personally appeared _____ who acknowledged himself/herself to be _____ of THE ROSS GROUP, INC., a Delaware corporation, and that he/she as such _____, being authorized to do so, executed the foregoing Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and notarial seal.

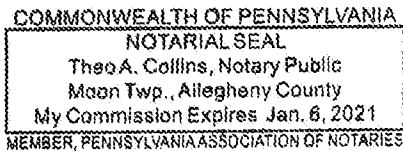
Notary Public

My Commission Expires: _____

STATE OF Pennsylvania)
)ss:
COUNTY OF Allegheny)

On this, the 29th day of December, 2017, before me, a Notary Public, personally appeared Milton L. Fierl III who acknowledged himself/herself to be Chief Executive Officer of REMOTE DBA EXPERTS, LLC, d/b/a RDX, a Delaware limited liability company, and that he/she as such Chief Executive Officer, being authorized to do so, executed the foregoing Trademark Assignment Agreement for the purposes therein contained by signing the name of the limited liability company by himself/herself as Chief Executive Officer.

WITNESS my hand and notarial seal.



Theo A. Collins

Notary Public

My Commission Expires: Jan 6, 2021

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademark Registrations

MARK	OWNER	Serial #	REG. #	REG. DATE
COMMITDBA	The Ross Group Inc	85453211	4164068	6/26/2012
DBAMANAGE	The Ross Group, Inc.	87471977	5365051	12/26/2017
DBAONCALL	Ross Group, Inc., The	75211870	2123607	12/23/1997
DBAONSITE	Ross Group, Inc., The	75211872	2123608	12/23/1997

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