

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482613

<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>
J.S. INTERNATIONAL SHIPPING CORP.		07/19/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JSI LOGISTICS, LLC		
<b>Street Address:</b>	1535B Rollins Road		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4096408	JSI	
<b>Registration Number:</b>	2787016	JSI	
<b>Registration Number:</b>	2820214	JSI	
<b>Registration Number:</b>	4530215	JSI LOGISTICS	
<b>Registration Number:</b>	2787015	JSI SHIPPING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725134		
<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>	404 572 4600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	98901.000600		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug /		
<b>DATE SIGNED:</b>	07/19/2018		

OP \$140.00 4096408

**Total Attachments: 8**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Assignment”), effective as of July 19, 2018 (“Effective Date”), is made and entered into by J.S. INTERNATIONAL SHIPPING CORP., a California corporation (“Assignor”), and JSI LOGISTICS, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties and certain other parties have entered into the Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of the Effective Date;

WHEREAS, Assignor owns all right, title and interest in, to and under the Company Registered Intellectual Property listed in the attached Schedule A (the “Intellectual Property Rights”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property Rights, and Assignor desires to assign its rights in the Intellectual Property Rights to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

2. *Assignment.* Subject to the terms and conditions of the Purchase Agreement, Assignor hereby grants, sells, assigns, transfers, delivers and conveys to Assignee, its successors, legal representatives and assigns, (i) the entire right, title, and interest in and to the Intellectual Property Rights, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intellectual Property Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Intellectual Property Rights, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the “Assigned Rights”).

3. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the

terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

4. *Further Actions.* Upon request by Assignee, Assignor will execute and deliver such additional documents and take other action as may be reasonably necessary to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee; provided that any such action shall be at the cost and expense of Assignor to the extent required to correct any deficiency in the chain of title applicable to any Intellectual Property Right that results from Assignor's failure to take any action required to place such Intellectual Property Right in the name of Assignor prior to the closing of the transactions contemplated by the Purchase Agreement.

5. *Authorization.* Assignor hereby authorizes the Commissioner for Patents and 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 Assignment upon request by Assignee.

6. *Binding Effect.* This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

7. *Controlling Law.* This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts.* This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

J.S. INTERNATIONAL SHIPPING CORP.

By: 

Name: James G. Cullen

Title: Chairman and Secretary

ASSIGNEE:

JSI LOGISTICS, LLC



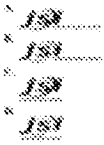


By: 





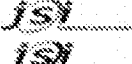

Name: Michael B. Hodge

Title: Authorized Officer

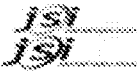






## SCHEDULE A


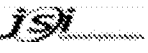



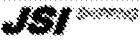


### Trademark Registrations:

Country	Trademark	Trademark Status	Owner	App. No. Reg. No.	Registration Date
Brazil	JSI LOGISTICS	Published	JS INTERNATIONAL SHIPPING CORP.	AN: 840373848	
Canada	JSI LOGISTICS	Registered	J.S. International Shipping Corp.	RN: TMA958479 AN: 1607961	December 20, 2016
Canada	JSI	Registered	J.S. International Shipping Corp.a California corporation	RN: TMA912160 AN: 1590640	August 24, 2015
European Union	JSI LOGISTICS	Registered	J.S. International Shipping Corp.	RN: 008538878 AN: 008538878	March 8, 2010
Hong Kong	jsi 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	AN: 301395946	April 7, 2010
Hong Kong	jsi 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	AN: 2004B00528AA	January 21, 2004
Hong Kong	jsi customized logistics solutions 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	AN: 301395937	April 7, 2010
International	jsi and Design 	Registered	J.S. International Shipping Corp.	RN: 1020060	September 18, 2009
International	jsi customized logistics solutions and Design 	Registered	J.S. International Shipping Corp.	RN: 1020059	September 18, 2009

Country	Trademark	Trademark Status	Owner	App. No. Reg. No.	Registration Date
Malaysia	JSI and Design 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014836	August 28, 2009
Malaysia	JSI and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014839	August 28, 2009
Malaysia	JSI and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014838	August 28, 2009
Malaysia	JSI and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014842	August 28, 2009
Malaysia	JSI CUSTOMIZED LOGISTICS SOLUTIONS and Design 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014843	August 28, 2009
Malaysia	JSI CUSTOMIZED LOGISTICS SOLUTIONS and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014837	August 28, 2009
Malaysia	JSI CUSTOMIZED LOGISTICS SOLUTIONS and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014840	August 28, 2009



Country	Trademark	Trademark Status	Owner	App. No. Reg. No.	Registration Date
Malaysia	JSI CUSTOMIZED LOGISTICS SOLUTIONS and Design 		J.S. INTERNATIONAL SHIPPING CORP.	AN: 09014841	August 28, 2009
Mexico	JSI LOGISTICS	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: 1369618 AN: M1337290	May 22, 2013
Mexico	JSI LOGISTICS	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: 1370384 AN: M1337323	May 24, 2013
Philippines	JSI and Design 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: 4-2011-8468 AN: 4-2011-8468	May 11, 2012
Philippines	JSI and Design 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: 4-2011-8466 AN: 4-2011-8466	May 11, 2012
Philippines	JSI and Design 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: 4-2011-8467 AN: 4-2011-8467	May 11, 2012
Republic of Korea	jsi and Design 	Registered	J.S. International Shipping Corp. 제이.에스. 인터내셔널 쉬핑 코포레이션	RN: 4102390180000 AN: 4120110004746	August 31, 2012
Singapore	jsi 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: T0908455D AN: T0908455D	November 12, 2009
Singapore	jsi 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: T0211467I AN: T0211467I	August 11, 2003

Country	Trademark	Trademark Status	Owner	App. No. Reg. No.	Registration Date
Singapore	jsi 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: T0211468G AN: T0211468G	June 6, 2003
Singapore	jsi customized logistics solutions 	Registered	J.S. INTERNATIONAL SHIPPING CORP.	RN: T0908456B AN: T0908456B	November 12, 2009
Singapore	jsi 	Registered	JS INTERNATIONAL SHIPPING CORPORATION	RN: T9905292D AN: T9905292D	November 2, 2000
Singapore	jsi 	Registered	JS INTERNATIONAL SHIPPING CORPORATION	RN: T9905291F AN: T9905291F	November 2, 2000
Singapore	jsi shipping 	Registered	JS INTERNATIONAL SHIPPING CORPORATION	RN: T9905290H AN: T9905290H	March 13, 2001
Singapore	jsi shipping 	Registered	JS INTERNATIONAL SHIPPING CORPORATION	RN: T9905289D AN: T9905289D	February 4, 2002
United States (Federal)	JSI	Registered 8 & 15 February 17, 2018	J.S. International Shipping Corp. (CALIFORNIA CORP.)	RN: 4096408 SN: 76703021	February 7, 2012
United States (Federal)	JSI and Design 	Renewed November 25, 2013	J.S. International Shipping Corp. (CALIFORNIA CORP.)	RN: 2787016 SN: 76256766	November 25, 2003
United States (Federal)	JSI and Design 	Renewed March 2, 2014	J.S. International Shipping Corp. (CALIFORNIA CORP.)	RN: 2820214 SN: 76271063	March 2, 2004
United States (Federal)	JSI LOGISTICS	Registered	J.S. International Shipping Corp. (CALIFORNIA CORP.)	RN: 4530215 SN: 85659534	May 13, 2014
United States (Federal)	JSI SHIPPING	Renewed November 25, 2013	J.S. International Shipping Corp. (CALIFORNIA CORP.)	RN: 2787015 SN: 76256765	November 25, 2003