

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorkPoint, LLC		08/01/2018	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	DMSi Acquisition, LLC		
Street Address:	17002 MARCY STREET		
City:	OMAHA		
State/Country:	NEBRASKA		
Postal Code:	68118		
Entity Type:	Limited Liability Company: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1874554	WORKPOINT	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	08/03/2018		
Total Attachments: 4			
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OP \$40.00 1874554

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) is entered into as of August 1, 2018 (the “Effective Date”), between DMSi Acquisition, LLC, a Nebraska limited liability company (the “Assignee”), and WorkPoint, LLC, a Nebraska limited liability company (“Assignor”). This Assignment is being entered into on the Effective Date pursuant to the transactions contemplated by that certain Asset Purchase Agreement made and entered into as of the Effective Date (the “Purchase Agreement”), by and among West Partners, LLC, a California limited liability company, Assignor, and Assignee. Capitalized terms not defined herein will have the meaning set forth in the Purchase Agreement.

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark set forth in Appendix A (the “Trademark”), Assignor desires to assign, transfer, and convey all of Assignor’s right, title, and interest in and to the Trademark to Assignee, and Assignee desires to acquire such right, title, and interest in and to the Trademark.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Trademark, all corresponding trademarks, trademark applications, in all countries, which relate thereto and all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Trademark, and all of the goodwill associated with any of the foregoing.

This Assignment shall be construed, interpreted, and applied in accordance with the laws of the State of Nebraska.

This Assignment may be amended or modified only by a written instrument signed by each Party.

Assignor 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and subject to the Closing under the Purchase Agreement, shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Assignment to be effective as of the date first written above.

Assignee:

DMSi Acquisition, LLC, a Nebraska limited liability company

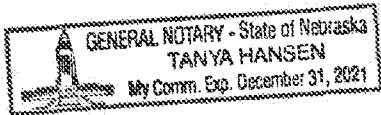
By: *Michael P. Gross*
Name: *Michael P. Gross*
Title: *Executive Vice President*

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 2nd day of August, 2018.



Tanya Hansen
Notary Public
County of *Douglas*
State of *Nebraska*
My commission expires *December 31, 2021*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Assignment to be effective as of the date first written above.

Assignor:

WorkPoint, LLC, a Nebraska limited liability company

By: Mark D. Hepler
Name: Mark D. Hepler
Title: MANAGER

STATE OF Wisconsin)
COUNTY OF Waukesha) ss

Subscribed and sworn to before me this 7th day of August, 2018.



JOA. OLSON
Notary Public
County of Waukesha
State of Wisconsin
My commission expires 3-18-2021

[Signature Page to Trademark Assignment – DMSi – WorkPoint]

Appendix A

<u>Country</u>	<u>Trademark Name</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Reg. Date</u>	<u>Status</u>
US	WORKPOINT	1/19/1993	1874554	1/17/1995	Registered

[Exhibit A to Trademark Assignment – DMSi – WorkPoint]