

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albert V. Hanley III		12/16/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The CDL Schools, LLC		
Street Address:	5520 Cherokee Ave.		
Internal Address:	Suite 200		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22312		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4530441	TROOPS INTO TRANSPORTATION	
Registration Number:	3996131	THE CDL SCHOOL	
Registration Number:	4652275	TROOPS INTO TRANSPORTATION	
Registration Number:	4591789	TROOPS INTO TRANSPORTATION THE CDL SCHOO	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	3125691462		
Email:	linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Mita K. Lakhia, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	527325		
NAME OF SUBMITTER:	Mita K. Lakhia		
SIGNATURE:	/Mita K. Lakhia/		
DATE SIGNED:	12/19/2018		

OP \$115.00 4530441

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 16th day of December, 2018 by and between Albert V. Hanley III, an individual resident of the state of Florida ("Assignor"), and The CDL Schools, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, and all goodwill associated therewith throughout the world set forth on Schedule A attached hereto and incorporated herein by this reference (the "Assigned Trademarks");

WHEREAS, Assignor and Assignee have agreed, pursuant to that certain Membership Interest and Asset Purchase Agreement, dated as of August 22, 2018 by and among Assignor; the other Owners; Assignee, TRANSFORCE GROUP LLC; THE COMMERCIAL DRIVER'S LICENSE SCHOOL, INC.; CDL RESEARCH & DEVELOPMENT GROUP; LLC, THE CDL SCHOOL OF GEORGIA, LLC; THE CDL SCHOOL OF TX, LLC; and THE CDL SCHOOL OF WA, LLC, (as the same may be amended, modified, and supplemented from time to time, the "Purchase Agreement"), the terms of which are incorporated herein by reference, pursuant to which Assignor agreed to and does sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor has the desire to sell, transfer, assign and set over unto Assignee, and Assignee has the desire to accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Assignment;

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, delivers, grants, bargains and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Assignee shall have the sole right to sue and recover for and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, dilution, damage, injury or other unauthorized use of the Assigned Trademarks or the registrations thereof or such associated goodwill.

2. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Assigned Trademarks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Assignment, transfer and sale as may be necessary or desirable.
4. Assignor shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.
5. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

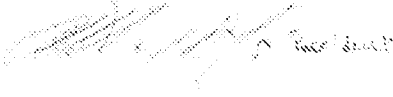
[signature page follows]

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.

ASSIGNOR:

ALBERT V. HANLEY III

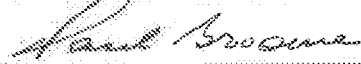
By:



ASSIGNEE:


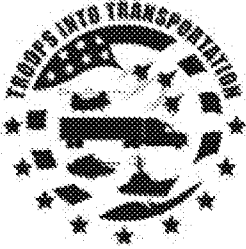
THE CDL SCHOOLS LLC


By:


Name: David Broome
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A: Assigned Trademarks

Mark	Registration No.	Registration Date	Goods/Services	Owner of Record
Troops into Transportation	4,530,441	May 13, 2014	FOR: EDUCATIONAL SERVICES, NAMELY, PROVIDING TRAINING OF VETERANS FOR CERTIFICATION IN THE FIELD OF COMMERCIAL VEHICLE DRIVING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).	Albert V Hanley III
 (The CDL School)	3,996,131	July 19, 2011	FOR: EDUCATIONAL SERVICES IN THE NATURE OF COMMERCIAL VEHICLE DRIVING SCHOOLS. IN CLASS 41 (U.S. CLS. 100, 101 AND 107).	Albert V Hanley III
 (Troops into Transportation)	4,652,275	December 9, 2014	FOR: EDUCATION SERVICES, NAMELY, PROVIDING TRAINING OF VETERANS FOR CERTIFICATION IN THE FIELD OF COMMERCIAL VEHICLE DRIVING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).	Albert V Hanley III

<p>TROOPS INTO TRANSPORTATION</p>  <p>(Troops into Transportation)</p>	<p>4,591,789</p>	<p>August 26, 2014</p>	<p>FOR: EDUCATIONAL SERVICES, NAMELY, PROVIDING TRAINING OF VETERANS FOR CERTIFICATION IN THE FIELD OF COMMERCIAL VEHICLE DRIVING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).</p>	<p>Albert V Hanley III</p>
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Schedule A

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