

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richmond Commercial Services, Inc.		01/01/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Entrust Records Management Services, Inc.		
Street Address:	P.O. Box 27976		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23261		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3538327	ENTRUST	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757-499-8800		
Email:	apruett@williamsmullen.com		
Correspondent Name:	Amy G. Pruett, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	079070.0001		
NAME OF SUBMITTER:	Amy G. Pruett - VSB 71236		
SIGNATURE:	/Amy G. Pruett/		
DATE SIGNED:	02/22/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of January 1, 2018, by and between RICHMOND COMMERCIAL SERVICES, INC., a Virginia corporation ("Assignor"), and ENTRUST RECORDS MANAGEMENT SERVICES, INC., a Virginia corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignor has transferred its records management business (the "Business") to Assignee and Assignee acquired all intellectual property rights used, held for use or owned by Assignor in connection with the Business, including, without limitation, all applications, registrations and renewals for Assignor's (a) trademarks, service marks, trade dress, trade names and logos, including without limitation, the trademark registrations identified on Schedule 1 attached hereto and incorporated herein by reference; (b) copyrights, including all applications, registrations and renewals, and works of authorship, whether or not copyrightable; (c) inventions, patents and patent applications, and all reissues, continuations, continuations-in-part, revisions, divisional, extensions, and reexaminations in connection therewith; and (d) websites and internet domain name registrations, including, without limitation, the domain name identified on Schedule 2 attached hereto and incorporated herein by reference (collectively, the "Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Agreement for the purposes of assigning and evidencing the assignment of the Intellectual Property and all goodwill related to or symbolized by such Intellectual Property from Assignor to Assignee.

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

1. Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, titles, and interests in and to the Intellectual Property, in any jurisdiction throughout the world, together with the goodwill of the Business symbolized by the Intellectual Property, including, without limitation, all rights to collect royalties, income and proceeds in connection therewith, all rights to sue for past, present and future infringement, misappropriation or dilution thereof or other conflict therewith, and all rights to recover damages or lost profits in connection therewith, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made. This Agreement is absolute, exclusive and irrevocable.

2. Further Assurances. At any time on or after the date of this Agreement, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Agreement with applicable registrars and/or government agencies. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens relating to the Intellectual Property and all legal equivalents as may be known or accessible to Assignor.

3. Entire Agreement. This Agreement contains the entire understanding of the Parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, conveyances or undertakings other than those expressly set forth herein.

4. Amendment; Waiver. No amendment or waiver of any provision of this Agreement will be valid unless the same will be in writing and signed by each of the Parties. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Virginia without regard to conflicts of laws principles that would require the application of any other law.

6. Successors and Assigns. This Agreement and all of the covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties, will bind and inure to the benefit of the respective heirs, successors and assigns of the Parties whether so expressed or not. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person other than the Parties and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

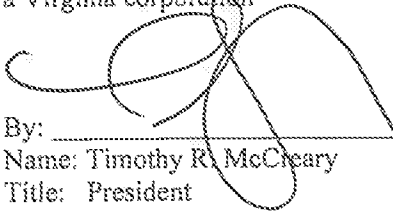
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedules Follow]

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

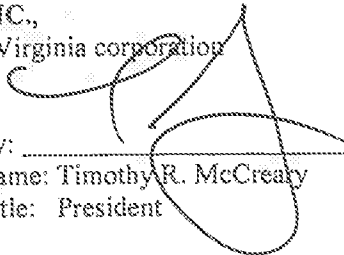
ASSIGNOR:

RICHMOND COMMERCIAL SERVICES, INC.,
a Virginia corporation

By: 
Name: Timothy R. McCreary
Title: President

ASSIGNEE:

ENTRUST RECORDS MANAGEMENT SERVICES,
INC.,
a Virginia corporation

By: 
Name: Timothy R. McCreary
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

REGISTERED TRADEMARK

Word Mark ENTRUST
Goods and Services IC 039. US 100 105. G & S: storage, delivery, and transport of business records for others; and data tape storage. FIRST USE: 20080401. FIRST USE IN COMMERCE: 20080401
IC 040. US 100 103 106. G & S: Document Shredding. FIRST USE: 20080401. FIRST USE IN COMMERCE: 20080401
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77342923
Filing Date December 3, 2007
Current Basis 1A
Original Filing Basis 1B
Published for Opposition June 3, 2008
Registration Number 3538327
Registration Date November 25, 2008
Owner (REGISTRANT) Richmond Commercial Services, Inc. CORPORATION VIRGINIA P.O. Box 27976 Richmond VIRGINIA 23261
Attorney of Record Anne Hampton Andrews
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (8-YR).
Live/Dead Indicator LIVE

[Schedule 1 to Intellectual Property Assignment Agreement]

SCHEDULE 2

DOMAIN NAME

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
entrustm.com		

38335037

[Schedule 2 to Intellectual Property Assignment Agreement]