

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeavEx Incorporated		04/25/2019	Corporation: CONNECTICUT
JNJW Enterprises, Inc.		04/25/2019	Corporation: CALIFORNIA
USXP, LLC		04/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tforce Holdings, Inc.		
Street Address:	8801, Transcanadian Hwy		
Internal Address:	suite 500		
City:	St-Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4S 1Z6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4418736	GUARDIAN MEDICAL LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<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:	312-474-6300		
Email:	cnoble@marshallip.com		
Correspondent Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	63rd Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	32749/G1000		
DOMESTIC REPRESENTATIVE			
Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	63rd Floor		

OP \$40.00 4418736

Address Line 4: Chicago, ILLINOIS 60606	
NAME OF SUBMITTER:	Richard M. LaBarge
SIGNATURE:	/rmlabarge/
DATE SIGNED:	05/14/2019
Total Attachments: 7 source=Beavex - Trademark Assumption [Execution Copy] (1)#page1.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page2.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page3.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page4.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page5.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page6.tif source=Beavex - Trademark Assumption [Execution Copy] (1)#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), dated as of April 27, 2019, is by and between BeavEx Incorporated, a Connecticut corporation, JNJW Enterprises, Inc., a California corporation and USXP, LLC, a Delaware limited liability company (each an “Assignor” and collective, the “Assignors”) and TForce Final Mile, LLC, a Delaware limited liability company, and TForce Final Mile West, LLC, a Delaware limited liability company (each an “Assignee” and collectively, the “Assignees”) and TForce Holdings, Inc., a Canada corporation (the “Ultimate Assignee”).

WHEREAS, the Assignors are the owners of the Assigned Trademark, as hereinafter defined;

WHEREAS, the Assignors and *inter alia* the Assignees are parties to that certain Asset Purchase Agreement dated as of February 14, 2019 (the “APA”) pursuant to which Assignors are selling certain assets to Assignees, including, without limitation, the Assigned Trademark;

WHEREAS, pursuant to the APA, the Assignees have agreed to acquire all right, title and interest in and to the Assigned Trademark, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademark;

WHEREAS, the Assignees now wish to further assign all their right, title and interest to acquire the Assigned Trademark, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademark, to the Ultimate Assignee;

WHEREAS the Assignors wishes to consent to the assignment by the Assignees to the Ultimate Assignee of all their right, title and interest to acquire the Assigned Trademark, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademark; and

WHEREAS the parties wish to record such acquisition by the Ultimate Assignee in the Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignors, the Assignees and the Ultimate Assignee agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA.
2. Assignment of Right to Acquire Trademark. Effective as of the date hereof the Assignees hereby transfer, convey, assign, grant and deliver to the Ultimate Assignee and the Ultimate Assignees accepts all their right, title and interest to acquire the Assigned Trademark, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademark, to the Ultimate Assignee.

The Assignors hereby consent to the assignment by the Assignees to the Ultimate Assignee of all their right, title and interest in and to acquire the Assigned Trademark, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademark; provided, however, that the Assignees shall retain all obligations regarding the Assigned Trademark set forth in the APA, including, without limitation, all obligations regarding the relevant Assumed Liabilities.

3. Assignment of Trademark. Effective as of the date hereof, and pursuant to and on the terms and subject to the conditions set forth in the APA, Assignors transfer, convey, assign, grant and deliver to the Ultimate Assignee and the Ultimate Assignee accepts all right, title and interest of Assignors in and to (i) the trademark and trademark application set forth in Schedule A hereto, together with the goodwill associated therewith; (ii) all renewals and extensions of such application, registration and filing; (iii) all income, royalties, damages, claims, and payments, if any, now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by the Ultimate Assignee for their own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the “Assigned Trademark”).
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.
5. Governing Law; Jurisdiction. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States, in respect to trademark issues, and (b) in all other respects, including, without limitation, as to validity (except for patent, trademark and copyright issues), interpretation and effect, the laws of the State of Delaware, without giving effect to its conflicts of law rules. THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL RETAIN EXCLUSIVE JURISDICTION TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE IMPLEMENTATION OR BREACH HEREOF; PROVIDED, HOWEVER, THAT IF THE CHAPTER 11 CASES SHALL HAVE CLOSED AND CANNOT BE REOPENED, THE PARTIES AGREE TO UNCONDITIONALLY AND IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE STATE OF DELAWARE AND ANY APPELLATE COURT THEREOF, FOR THE RESOLUTION OF ANY SUCH CLAIM OR DISPUTE. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

6. Counterparts and Signature. This Assignment may be executed in two or more counterparts (including, without limitation, by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Agreement may be executed by an electronic scan delivered by electronic mail. No party shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation of a contract and each party hereto forever waives any such defense.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the APA. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA. Except as set forth in the APA, the Assigned Trademark is being sold, conveyed, transferred, assigned, and delivered hereunder “AS-IS”, “WHERE-IS”, and the Assignors do not make any express or implied representations, statements, warranties or conditions of any kind or nature whatsoever concerning the Assigned Trademark being sold, conveyed, transferred, assigned and delivered hereunder.
8. Conflict between this Assignment and the APA. This Assignment is subject to the APA, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the APA, the applicable terms and provisions of the APA will govern and prevail.
9. Incorporation of Schedule. The Schedule identified in this Assignment is incorporated herein by reference and made a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignees caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS

BEAVEX INCORPORATED

By: [Signature]
Its: Chief Restructuring Officer
Date: April 25, 2019

JNJW ENTERPRISES, INC.

By: [Signature]
Its: Chief Restructuring Officer
Date: April 25, 2019

USXP, LLC

By: [Signature]
Its: Chief Restructuring Officer
Date: April 25, 2019

STATE OF TX)
) ss.
COUNTY OF Harris)


Before me, the undersigned authority, on this 25 day of APRIL, 2019, personally appeared Don Van der Wiel known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignors.

[Signature]
PHONG Q PHAM
Notary ID #11193442
My Commission Expires
April 27, 2022
Notary Public
(Signature of Notary)


(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:


TFORCE FINAL MILE, LLC

By: 
Its: Director
Date: April 26th, 2019

TFORCE FINAL MILE WEST, LLC

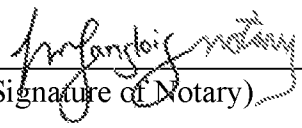
By: 
Its: Director
Date: April 26th 2019

TFORCE HOLDINGS INC.

By: 
Its: President & CEO
Date: April 26th, 2019

CANADA)
) ss.
PROVINCE OF QUÉBEC)

Before me, the undersigned authority, on this 26th day of April, 2019, personally appeared Alain Bédard known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignees and the Ultimate Assignee.

Notary Public

(Signature of Notary)

Josiane Melanie Langlois

(Legibly Print or Stamp Name of Notary)

Schedule A – Assigned Trademark

01:24393708.6

TRADEMARK
REEL: 006644 FRAME: 0883

1/23/13



Word Mark GUARDIAN MEDICAL LOGISTICS
Goods and Services IC 039, US 100 105, G & S: providing pick up and delivery of goods, parcels, medical specimens and documents by automobile, truck, air and rail, and warehouse storage and providing pick up and delivery of goods, parcels, medical specimens and documents from such facilities by automobile, truck, air and rail. FIRST USE: 20050101. FIRST USE IN COMMERCE: 20050101

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code
 02.01.33 - Grotesque men formed by letters, numbers, punctuation or geometric shapes; Stick figures
 02.09.06 - Carrying items, humanist; Humans, including men, women and children, depicted toting items, such as bundles or bags; Toting items, humans
 04.07.03 - Geometric figures or combinations of geometric figures representing a person; Geometric figures representing a person; Geometric shapes forming a person; Person formed by geometric shapes
 26.05.25 - Triangles with one or more curved sides
 26.07.21 - Diamonds that are completely or partially shaded
 26.13.21 - Quadrilaterals that are completely or partially shaded
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
 26.19.04 - Cubes (geometric)

Serial Number 85941998
Filing Date May 24, 2013
Current Basis 1A
Original Filing Basis 1A
Published for July 30, 2013

<http://onsearch.uspto.gov/nish/sefed?index&state=4807.usgov;5.0>

1/2

29/2013

Trademark Electronic Search System (TESS)

Opposition Registration Number 44 18736
Registration Date October 15, 2013
Owner (REGISTRANT) BeevEx Incorporated CORPORATION CONNECTICUT 3715 Northside Pkwy., Bld. 200, St. 300 Atlanta GEORGIA 30327
Attorney of Record Bruce G. Temkin
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEDICAL LOGISTICS" APART FROM THE MARK AS SHOWN
Description of Mark The color(s) red, gold, black and white is/are claimed as a feature of the mark. The mark consists of a black background with a red inverted trapezoid above a larger inverted red triangle with black outlines and a slightly separated diamond as the bottom point, all suggesting a stylized person holding a three sided square shaped gold colored box with black edging. Three gold stripes in descending widths and lengths are located to the right and left of the symbol. To the left of the symbol is the wording "GUARDIAN MEDICAL LOGISTICS" in white.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

01:24393708.6

RECORDED: 05/14/2019

TRADEMARK
 REEL: 006644 FRAME: 0884