

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528917

<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>
Advance Graphic Systems, Inc.		06/07/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Federal Heath Sign Company, LLC		
<b>Street Address:</b>	2300 State Highway 121		
<b>City:</b>	Euless		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76039		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88398416	WALLMAKER	
<b>Serial Number:</b>	88398392	DISPLAYMAKER	
<b>Registration Number:</b>	1715737	COLITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2565396024		
<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>	256-539-6000		
<b>Email:</b>	tmoore@leo-law.com		
<b>Correspondent Name:</b>	Trevor Moore		
<b>Address Line 1:</b>	200 Randolph Avenue		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35801		
<b>NAME OF SUBMITTER:</b>	Trevor Moore		
<b>SIGNATURE:</b>	/trevor moore/		
<b>DATE SIGNED:</b>	06/24/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of June 2, 2019, is made by Advance Graphic Systems, Inc. ("**AGS**"), in favor of Federal Heath Sign Company, LLC ("**Federal Heath**"), the purchaser of substantially all of the useful assets of AGS pursuant to the Asset Purchase Agreement between Federal Heath and AGS dated as of June 7, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, AGS has conveyed, transferred, and assigned to Federal Heath, substantially all of the useful assets of AGS, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGS hereby irrevocably conveys, transfers, and assigns to Federal Heath, and Federal Heath hereby accepts, all of AGS's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) Any common law rights of AGS in connection with the Assigned Trademarks;

(c) all rights of any kind whatsoever of AGS accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. AGS 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 Trademark Assignment upon request by Federal Heath. Following the date hereof, upon Federal Heath's reasonable request, AGS shall take such steps and actions, and provide such cooperation and assistance to Federal Heath 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Federal Heath, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of AGS and Federal Heath with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, AGS has duly executed and delivered this Trademark Assignment as of the date first written above.

ADVANCE GRAPHIC SYSTEMS, INC.

By: [Signature]  
Name: James Hall  
Title: Owner

[ACKNOWLEDGMENT

STATE OF Michigan )  
 )SS.  
COUNTY OF Oakland )

On the 7<sup>th</sup> day of June, 2019, before me personally appeared James Hall [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Owner [SIGNATORY TITLE] of Advance Graphic Systems, Inc., and acknowledged the instrument to be the free act and deed of Advance Graphic Systems, Inc. for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: High A. Walker

My Commission Expires:  
6-23-21

AGREED TO AND ACCEPTED:

FEDERAL HEATH SIGN COMPANY, LLC

By: [Signature]

Name: \_\_\_\_\_

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Michigan )

)SS.

COUNTY OF Oakland )

On the 7<sup>th</sup> day of June, 2019, before me personally appeared Solney Kaznic [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President [SIGNATORY TITLE] of Federal Heath Sign Company, LLC and acknowledged the instrument to be the free act and deed of Federal Heath Sign Company, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: [Signature]

My Commission Expires:  
6-23-22

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
COLITE	US	1715737	09/15/1992

Trademark Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Filing Date</b>
WallMaker	US	88398416	04/23/2019
DisplayMaker	US	88398392	04/23/2019