

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FirstGroup America, Inc.		07/08/2021	Corporation: DELAWARE
First Student, Inc.		07/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstGroup, plc		
Street Address:	395 King Street		
City:	Aberdeen		
State/Country:	SCOTLAND		
Postal Code:	AB24 5RP		
Entity Type:	Public Limited Company: SCOTLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2617911		
Registration Number:	2576107	F	
Registration Number:	2615040	F	
Registration Number:	3291711	FIRST F	
Registration Number:	2813786	FIRST F	
Registration Number:	2825949	FIRST F	
Registration Number:	2825948	FIRST F	
Registration Number:	5207929	FIRST F STUDENT	
Registration Number:	5578402	FIRST F STUDENT CONNECT	
Registration Number:	5175265	FIRST F TRANSIT	
Registration Number:	3204451	FIRST MOBILE TECHNOLOGIES	
Registration Number:	3110412	FIRST MOBILE TECHNOLOGIES	
Registration Number:	2532710	FIRSTGROUP AMERICA	
Serial Number:	90044089	FIRST F STUDENT DRIVERHUB	
Serial Number:	90129993	FIRST F STUDENT START SAFE	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2142064301
Email: molly@richardlawgroup.com
Correspondent Name: Molly Buck Richard
Address Line 1: 13355 Noel Road
Address Line 2: Suite 1350
Address Line 4: Dallas, TEXAS 75240

NAME OF SUBMITTER:	Molly Buck Richard
SIGNATURE:	/Molly Buck Richard/
DATE SIGNED:	07/29/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) dated July 8, 2021, is made by FirstGroup America, Inc., a Delaware corporation, and First Student, Inc., a Delaware corporation (collectively, “Assignors”), in favor of FirstGroup, plc, a public limited company organized under the laws of Scotland (“Assignee”).

WHEREAS, Assignors have agreed to sell, convey, deliver, transfer and assign, and cause to be sold, conveyed, delivered, transferred and assigned, to Assignee, and Assignee has agreed to acquire, all right, title, and interest of Assignors in and to the trademarks, logos, trademark applications and trademark registrations listed on Exhibit A hereto (the “Trademarks”) and the domain names listed on Exhibit B hereto (the “Domain Names”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignors hereby irrevocably assign, sell, transfer, convey and deliver to Assignee, its successors and assigns, and Assignee hereby accepts the assignment, sale, transfer, conveyance and delivery of, effective as of the date first referred above, all right, title, and interest of Assignors, free and clear of all liens, in and to:
 - (a) the Trademarks listed in Exhibit A;
 - (b) the Domain Names listed in Exhibit B;
 - (c) all registrations and pending applications to register or otherwise obtain legal protection, domestic and foreign, for any of the foregoing;
 - (d) all rights to make application, domestic and foreign, in the future to register, extend, renew or otherwise obtain or maintain legal protection for any of the foregoing;
 - (e) all rights to grant licenses or other interests in or to any of the foregoing;
 - (f) all rights of priority under laws, domestic and foreign, and international conventions with respect to any of the foregoing;
 - (g) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto;
 - (h) all goodwill of the business associated with the Trademarks and the Domain Names;
 - (i) all benefits, privileges, common law rights, causes of action (either in law or equity), and remedies relating thereto, and the right to sue, counterclaim, otherwise bring actions and recover for past, present, and future infringement, misappropriation, or dilution of any of the foregoing; and
 - (j) all other rights and privileges corresponding thereto throughout the world;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

2. Further Assurances. Assignors further agree, at Assignee's sole cost and expense, to execute and deliver, or arrange for the delivery of, such further documents and instruments as Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Trademarks and Domain Names, including execution of assignments in recordable form in each jurisdiction where registrations or applications for the Trademarks or Domain Names may be issued or pending and to take the steps necessary to put in the name of Assignee all of the Trademarks and Domain Names being transferred hereunder.

3. Due Authorization. Assignors hereby authorize and request any official of any applicable governmental authority to (a) record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks and Domain Names and (b) issue any and all registrations from any and all applications for registration included in the Trademarks and Domain Names to and in the name of Assignee.

4. No Representations or Warranties. Assignee acknowledges and agrees that the Trademarks and Domain Names are assigned to Assignee hereunder on an "as is" and "where is" basis, and Assignors expressly disclaim any and all representations and warranties of any kind, either express or implied, including any warranties of validity, enforceability or infringement or dilution of any third-party rights.

5. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

6. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, and by each party on separate counterparts. Each such counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party. Until and unless each party has received a counterpart hereof signed by the other party, this Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Delivery of a counterpart hereof by email attachment shall be an effective mode of delivery.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first referenced above.

FirstGroup America, Inc.

By: 
Name: Michael Petrucci
Title: Secretary

State of Ohio
County of Hamilton, ss.:

On this 1st day of July 2021, before me personally appeared Michael Petrucci, to me known, who, by me duly sworn, did depose and say that he resides at 3450 Golden Way, Unit 15, Cincinnati, OH 45226 that he is the Secretary of FirstGroup America, Inc., a corporation described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



ANDREW WESLEY PUGH
Notary Public, State of Ohio
My Commission Expires 05-20-2024

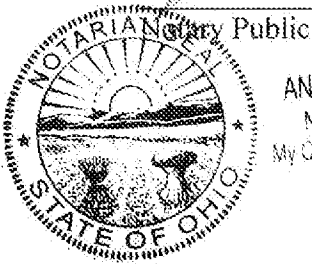
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first referenced above.

First Student, Inc.

By: 
Name: Michael Petrucci
Title: Secretary

State of Ohio
County of Hamilton, ss.:

On this 1st day of July 2021, before me personally appeared Michael Petrucci, to me known, who, by me duly sworn, did depose and say that he resides at 3450 Golden Way, Unit 15, Cincinnati, OH 45226 that he is the Secretary of First Student, Inc., a corporation described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.






IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first referenced above.

FirstGroup, plc





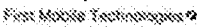
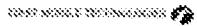
By: *Ryan Mangold*
Name: Ryan Mangold
Title: Group Chief Financial Officer

EXHIBIT A
TRADEMARKS

United States



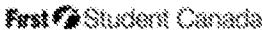

Trademark	Ser./Reg. Number	Status/Key Dates	Owner
	SN:76-308846 RN:2,617,911	Registered Filed: September 4, 2001 Registered: September 10, 2002	FirstGroup America, Inc.
F and Design 	SN:76-308762 RN:2,576,107	Registered Filed: September 4, 2001 Registered: June 4, 2002	FirstGroup America, Inc.
F and Design 	SN:76-308761 RN:2,615,040	Registered Filed: September 4, 2001 Registered: September 3, 2002	FirstGroup America, Inc.


Trademark	Ser./Reg. Number	Status/Key Dates	Owner
FIRST F and Design 	SN:78-637672 RN:3,291,711	Registered Filed: May 26, 2005 Registered: September 11, 2007	FirstGroup America, Inc.
FIRST F and Design 	SN:76-404050 RN:2,813,786	Registered Filed: May 6, 2002 Registered: February 10, 2004	FirstGroup America, Inc.
FIRST F and Design 	SN:76-403888 RN:2,825,949	Registered Filed: May 6, 2002 Registered: March 23, 2004	FirstGroup America, Inc.
FIRST F and Design 	SN:76-403887 RN:2,825,948	Registered Filed: May 6, 2002 Registered: March 23, 2004	FirstGroup America, Inc.
FIRST F STUDENT & Design 	SN:87-099068 RN:5207929	Registered Filed: July 11, 2016 Registered: May 23, 2017	FirstGroup America, Inc.
FIRST F STUDENT CONNECT & Design 	SN:87-587584 RN:5578402	Registered Filed: August 29, 2017 Registered: October 9, 2018	FirstGroup America, Inc.

Trademark	Ser./Reg. Number	Status/Key Dates	Owner
FIRST F STUDENT DRIVERHUB & DESIGN 	SN: 90-044089	Pending Filed: July 9, 2020	FirstGroup America, Inc.
FIRST F STUDENT START SAFE & DESIGN 	SN: 90-129993	Pending Filed: August 21, 2020	FirstGroup America, Inc.
FIRST STUDENT DRIVER WORKFLOW HUB & DESIGN 	SN: 88/714929	Pending Filed: December 4, 2019	FirstGroup America, Inc.
FIRST F TRANSIT & Design 	SN:87-099074 RN:5,175,265	Registered Filed: July 11, 2016 Registered: April 4, 2017	FirstGroup America, Inc.
FIRST MOBILE TECHNOLOGIES and Design 	SN:78-498277 RN:3,204,451	Registered Filed: October 12, 2004 Registered: January 30, 2007	FirstGroup America, Inc.
FIRST MOBILE TECHNOLOGIES and Design 	SN:78-498270 RN:3,110,412	Registered Filed: October 12, 2004 Registered: June 27, 2006	FirstGroup America, Inc.

Trademark	Ser./Reg. Number	Status/Key Dates	Owner
FIRSTGROUP AMERICA	SN:75-793351 RN:2,532,710	Registered Filed: September 7, 1999 Registered: January 22, 2002	FirstGroup America, Inc.

Canada

Trademark	App./Reg. Number	Status/Key Dates	Owner
FIRST and Design 	AN: 1140048 RN: 688434	Registered Filed: May 14, 2002 Registered: May 28, 2007	FirstGroup America, Inc.
FIRST CANADA and Design 	AN: 1360976 RN: 737492	Registered Filed: August 23, 2007 Registered: April 3, 2009	FirstGroup America, Inc.
FIRST 'F' STUDENT CANADA and Design 	AN: 1366573 RN: 737490	Registered Filed: October 5, 2007 Registered: April 3, 2009	FirstGroup America, Inc.
FIRST F STUDENT CONNECT & Design 	AN: 1880110	Pending Filed: January 29, 2018	FirstGroup America, Inc.
Stylized f In Circle and Design	AN: 1118701 RN: 586773	Registered Filed: October 23, 2001	FirstGroup America, Inc.

Trademark	App./Reg. Number	Status/Key Dates	Owner
		Registered: August 7, 2003	
FIRST BUS	AN: 1173578 RN: 726848	Registered Filed: April 11, 2003 Registered: October 24, 2008	FirstGroup America, Inc.

Ohio

Trademark	Reg. Number	Status/Key Dates	Owner
MISCELLANEOUS DESIGN (F LOGO)	RN: 55789	Registered Filed: April 29, 2002 Registered: February 27, 2004	FirstGroup America, Inc.
MISCELLANEOUS DESIGN (F LOGO)	RN: 55788	Registered Filed: April 29, 2002 Registered: February 27, 2004	FirstGroup America, Inc.
MISCELLANEOUS DESIGN (F LOGO)	RN: 55787	Registered Filed: April 29, 2002 Registered: February 27, 2004	FirstGroup America, Inc.

EXHIBIT B

DOMAIN NAMES

firstgroupcharters.com
firstgroupcareers.com