

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673371

<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>
S.M.S. Networks, Inc.		08/30/2021	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ascent Tranz Group, LLC		
<b>Street Address:</b>	6290 Belle River Rd.		
<b>City:</b>	China		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48054		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5115667	A-LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159882757		
<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>Email:</b>	karen.spina@faegredrinker.com		
<b>Correspondent Name:</b>	Robert E. Cannuscio		
<b>Address Line 1:</b>	One Logan Square, Ste. 2000		
<b>Address Line 2:</b>	FAEGRE DRINKER BIDDLE & REATH LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6996		
<b>NAME OF SUBMITTER:</b>	Karen M. Spina		
<b>SIGNATURE:</b>	/Karen M. Spina/		
<b>DATE SIGNED:</b>	09/09/2021		
<b>Total Attachments: 3</b>			
source=IP Assignment_SMS to ATG_Executed#page1.tif			
source=IP Assignment_SMS to ATG_Executed#page2.tif			
source=IP Assignment_SMS to ATG_Executed#page3.tif			

OP \$40.00 5115667

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) dated as of August 30, 2021, is made by and between S.M.S. Networks, Inc., a Michigan corporation (“**Seller**”) and Ascent Tranz Group, LLC, a Michigan limited liability company (“**Buyer**”).

WHEREAS, Seller previously transferred to Buyer all of Seller’s rights, title and interest in and goodwill associated with certain trademarks;

WHEREAS, Buyer and Seller wish to confirm that transfer and have agreed to execute and deliver this Assignment for recording with applicable government entities or regulatory agencies in any applicable jurisdictions.

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

1. Assignment. Seller hereby confirms that it previously conveyed, transferred, and assigned to Buyer and hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”): the trademark registrations set forth on Schedule 1 hereto and all extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

2. Recordation and Further Actions. Seller hereby authorizes the applicable government entity or regulatory agency to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This Agreement 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 Agreement 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 Agreement.

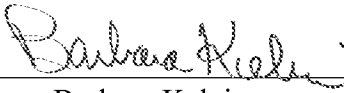
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

**SELLER**

**S.M.S. NETWORKS, INC.**

By:   
Name: Barbara Kelvin  
Title: President

**BUYER**


**ASCENT TRANZ GROUP, LLC**

By:   
Name: John Kelvin  
Title: Managing Partner

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

**Trademark Registrations**

Mark	Country	Registration Number	Registration Date
A-LINE (and design) 	USA	5115667	January 3, 2017