900655174 11/09/2021

TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM686833 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee from eShipping Exchange, LLC to eShipping, LLC previously recorded on Reel 007434 Frame 0801. Assignor(s) hereby confirms the assignment document.
RESUBMIT DOCUMENT ID:	900649354

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Engaged Holdings LLC		10/13/2021	Limited Liability Company: IOWA	

RECEIVING PARTY DATA

Name:	eShipping, LLC	
Street Address:	10812 NW Highway 45	
City:	Parkville	
State/Country:	MISSOURI	
Postal Code:	64152	
Entity Type:	Limited Liability Company: IOWA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	85725095	ESHIPPING EXCHANGE	

CORRESPONDENCE DATA

3142592020 Fax Number:

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.

Phone: 314-259-2000

Email: susan.murphy@bclplaw.com Bryan Cave Leighton Paisner **Correspondent Name:** Address Line 1: 211 North Broadway, Suite 3600 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 1088106.2 Matthew G. Minder NAME OF SUBMITTER: /Matthew G. Minder/ **SIGNATURE: DATE SIGNED:** 11/09/2021

Total Attachments: 5

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TRADEMARK REEL: 007484 FRAME: 0057 900655174

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TRADEMARK REEL: 007484 FRAME: 0058

CORRECTIVE TRADEMARK ASSIGNMENT

This CORRECTIVE TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Engaged Holdings LLC, a limited liability company of Iowa ("Assignor"), eShipping, LLC, a limited liability company of Iowa, ("Assignee"), and eShipping Exchange, LLC, a limited liability company of Iowa, effective as of the last date written below ("Effective Date").

RECITALS

WHEREAS, this Assignment is being executed, delivered and recorded to correct that certain Trademark Assignment dated September 20, 2021, wherein the assignee was, through inadvertent error, incorrectly identified as eShipping Exchange, LLC (the "Erroneous Document"). The Erroneous Document was recorded with the United States Patent and Trademark Office at Reel/Frame 7434/0801;

WHEREAS, notwithstanding the execution, delivery, and recording of the Erroneous Document, the signatories hereto acknowledge and agree that the Erroneous Document was made in error;

WHEREAS, this Assignment corrects and restates the transaction originally intended by the Erroneous Document, and the Erroneous Document is and shall be considered null and void;

WHEREAS, Assignor owns those certain trademarks and service marks used in connection with its ongoing operations set forth in <u>Schedule A</u> and related marks, (the "Marks"), and owns other transferable rights associated with its operations including without limitation, the goodwill of the business associated with said Marks and all common law rights therein, and is the owner of all right, title and interest in and to the registrations and/or applications for registration of the Marks (collectively the "Trademark Assets");

WHEREAS, Assignor, Assignee, and eShipping Exchange, LLC are affiliated entities under common control, each being a member of the "Engaged Companies" family;

WHEREAS, pursuant to certain asset holding restructuring arrangements, Assignee is desirous of acquiring and Assignor is desirous of transferring the Trademark Assets, including the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for current and past infringements thereof;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. <u>Incorporation of Whereas Clauses</u>. The foregoing Whereas clauses are hereby incorporated into this Agreement and made a part hereof.

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- 2. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of its right, title, and interest in, to and under the Trademark Assets, including any and all goodwill of the business symbolized by and associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, other rights associated with the ongoing and existing business to which the Trademark Assets pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark Assets.
- 3. <u>Miscellaneous</u>. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that as of the Effective Date, Assignee owns all right, title and interest in and to the Trademark Assets, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

IN WITNESS WHEREOF, the undersigned have caused this Corrective Trademark Assignment to be duly executed.

assignment to be duty executed.	
Assignor:	ENGAGED HOLDINGS LLC
	By:
Assignee:	ESHIPPING, LLC
	By: Quint Hills Name: AIMEE HILLSER Title: VP COMMUNICATIONS + MKTG Date: 10/18/2021
Acknowledged and Agreed:	ESHIPPING EXCHANGE, LLC
	By:

Schedule A Trademark and Service Mark Registrations

Trademark	Application Serial Number	Filing Date	Registration Number	Registration Date	International Class
ESHIPPING EXCHANGE®	85/725,095	September 10, 2012	4,397,981	September 3, 2013	39

TRADEMARK REEL: 007484 FRAME: 0061

RECORDED: 10/13/2021