

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Critical Delivery Solutions		12/01/2021	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	Strategic Delivery Solutions, LLC		
Street Address:	136 Central Ave., Second Floor		
City:	Clark		
State/Country:	NEW JERSEY		
Postal Code:	07066		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4479089	MISSION CRITICAL DELIVERY SOLUTIONS	
Serial Number:	90478950	MISSION CRITICAL PURE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	matkins@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Michael Atkins/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	117822-605001		
NAME OF SUBMITTER:	Michael P. Atkins		
SIGNATURE:	/Michael P. Atkins/		
DATE SIGNED:	01/10/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Agreement*”), dated as of December 1, 2021 (“*Effective Date*”), is entered into by and among Mission Critical Delivery Solutions, a Maine corporation (“*Assignor*”) in favor of Strategic Delivery Solutions, LLC, a New York limited liability company (“*Assignee*”).

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time in accordance with its terms, the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets, free and clear of all Liens, to Assignee.

WHEREAS, the Purchased Assets of the Assignor include the trademark registrations and trademark applications set forth on Schedule A (the “*Assigned Trademarks*”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by the Assignor had such assignments contemplated by this Agreement not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignee.

SECTION 4. Further Assurances.

(a) At the request of Assignee and at the reasonable expense of Assignee, (or its successors, assigns or legal representatives), Assignor shall timely execute and deliver any additional documents and perform any additional acts that Assignee or its counsel may request to assist in the implementation, recordation or perfection of this Agreement and Assignee’s interest in and to the Assigned Trademarks.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 4(a), Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by the Assignor.

SECTION 5. Subject to Purchase Agreement. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 6. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, including by electronic transmission in .pdf format, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

SECTION 7. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 8. Governing Law. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

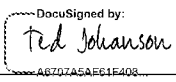
SECTION 9. Jurisdiction. The parties hereto hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, then any state or federal court within the State of Delaware) in respect of the interpretation and enforcement of the provisions of this Agreement and the other agreements or documents executed and delivered in connection herewith and any dispute or controversy related to the transactions contemplated hereby and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement and the other agreements or documents executed and delivered in connection herewith or any dispute or controversy related to the transactions contemplated hereby, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon Assignee or Assignor by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided in Section *of the Purchase Agreement*.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

MISSION CRITICAL DELIVERY SOLUTIONS

By: 
Name: J. Theodore Johanson
Title: President

ASSIGNEE:

STRATEGIC DELIVERY SOLUTIONS, LLC

By: _____
Name: Andrew Kronick
Title: President and CEO

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

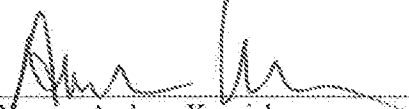
ASSIGNOR:

MISSION CRITICAL DELIVERY SOLUTIONS

By: _____
Name:
Title:

ASSIGNEE:

STRATEGIC DELIVERY SOLUTIONS, LLC

By:  _____
Name: Andrew Kronick
Title: President and CEO

{Signature Page to Trademark Assignment}

SCHEDULE A

ASSIGNED TRADEMARKS

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
United States	MISSION CRITICAL PURE LOGISTICS	90478950	1/21/21	Pending	Pending
United States	MISSION CRITICAL DELIVERY SOLUTIONS	85891453	4/1/13	4479089	2/4/14