

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Services of America, Inc.		01/23/2024	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Universal Services of America, LP		
Street Address:	1551 Tustin Avenue, Suite 650		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3155414	USA	
CORRESPONDENCE DATA			
Fax Number:	2157017273		
<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:	2156657273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	01/23/2024		
Total Attachments: 2			
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source=USA Design Trademark Assignment from USA Inc to USA LP#page2.tif			

OP \$40.00 3155414

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of July 22, 2015 ("Effective Date"), is between Universal Services of America, Inc., a Virginia corporation ("Assignor") and Universal Services of America, LP, a limited partnership of California with its principal offices located at 1551 N. Tustin Avenue, Suite 650, Santa Ana, California, 92705 ("Assignee"). All terms used in this Trademark Assignment and not herein defined shall have the meanings set forth in the Merger Agreement (as defined below).

WHEREAS, Assignor, Assignee and/or their Affiliates and certain other parties have entered into an Agreement and Plan of Merger, dated June 2, 2015 (the "Merger Agreement"), in connection with which parties to the Merger Agreement have agreed to sell, and Assignee has agreed to purchase, all of the right, title and interest in and to the trademark (including all registrations and recordings thereof and all applications therefor in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or any political subdivisions thereof) for U.S. Trademark Registration No. 3155414 for USA & Design (the "Transferred Mark"), and all goodwill associated therewith;

WHEREAS, Assignor is the owner of the Transferred Mark and all goodwill associated therewith; and

WHEREAS, Assignor seeks to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in the Transferred Mark, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Transferred Mark, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Mark, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Assignee hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Mark.

2. Recordation. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Mark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Governing Law. This Trademark Assignment shall be governed by the laws of the State of Delaware.

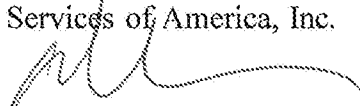
4. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, along with its Schedule and the Merger Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

WHEREFORE, the parties have duly executed this Trademark Assignment on the date indicated below.

January 23, 2024

ASSIGNOR

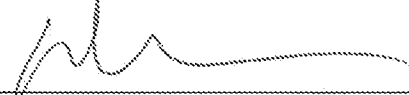
Universal Services of America, Inc.

By:  _____

David Buckman
Executive Vice President, General Counsel and Secretary

ASSIGNEE

Universal Services of America, LP

By:  _____

David Buckman
Executive Vice President, General Counsel and Secretary