

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transource, LLC d/b/a M33 Integrated		09/16/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Transplace Southeast, LLC		
Street Address:	3010 Gaylord Parkway		
Internal Address:	Suite 200		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS	
Registration Number:	3745126	TECHNOLOGY CO-MANAGEMENT	
Registration Number:	4623958	MPOWER	
Registration Number:	4605464	MCAP	
Registration Number:	4609420	M33	
Registration Number:	4694550		
Registration Number:	4631606	BLACKBEARD	
Registration Number:	4714901		
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<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:	(212) 837-6847		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004-1482		

OP \$215.00 3611051

ATTORNEY DOCKET NUMBER:	032136-00006
NAME OF SUBMITTER:	Natasha N. Reed
SIGNATURE:	/Natasha N. Reed/
DATE SIGNED:	11/19/2015
Total Attachments: 6 source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page1.tif source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page2.tif source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page3.tif source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page4.tif source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page5.tif source=SIGNED - Transplace - Trademark Assignment Agreement (Transource)#page6.tif	

EXHIBIT B-2

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), dated as of September 16, 2015, is made and entered into by and between Transource, LLC d/b/a M33 Integrated, a South Carolina limited liability company (“**Assignor**”), and Transplace Southeast, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, concurrent with the execution of this Trademark Assignment, Assignor has entered into that certain Equity Purchase Agreement (the “**Purchase Agreement**”), dated as of September 16, 2015, among Assignor, Transplace Holdings, Inc., Owners and Jay Baker, as Owner Representative, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and delivered to Assignee all of Assignor’s right, title and interest in and to, among other things, the Assigned Trademarks (as defined below); and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout the world in and to (a) the Company Marks (and the registrations and applications therefor) listed on Attachment 1 attached hereto and all goodwill corresponding thereto (collectively, the “**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. Terms of the Purchase Agreement. This Trademark Assignment is subject in all respects to the terms and provisions of the Purchase Agreement, including, but not limited to, Assignor’s representations, warranties and covenants relating to the Assigned Trademarks. Assignor acknowledges and agrees that the representations, warranties and covenants contained in the Purchase Agreement shall not be superseded, enlarged, expanded or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Miscellaneous. The provisions of Article IX of the Purchase Agreement shall apply to this Trademark Assignment, *mutatis mutandis*.

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

ASSIGNOR:

TRANSOURCE, LLC

By: J Baker
Name: JAY BAKER
Title: CEO

ASSIGNEE:

TRANSPLACE SOUTHEAST, LLC

By: J Baker
Name: JAY BAKER
Title: CEO

[Signature Page to Trademark Assignment]

STATE OF South Carolina
COUNTY OF Greenville) ss.

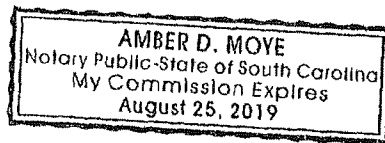
This 16th day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay BAKER, known to me or proved to me on the basis of satisfactory evidence to be the CFO of Transource, LLC and acknowledged to me that he/she executed the same in his/her capacity identified above on behalf of Transource, LLC, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Transource, LLC.

Dated: September 16th, 2015

Amber D. Moye
Name:

My Commission expires: 8/25/2019

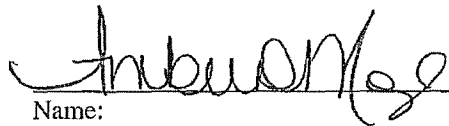
(NOTARIAL SEAL)



STATE OF South Carolina)
) ss.
COUNTY OF Greenville)

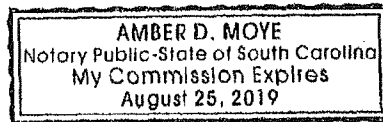
This 16th day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared JAY BAKER, known to me or proved to me on the basis of satisfactory evidence to be the CEO of Transplace Southeast, LLC and acknowledged to me that he/she executed the same in his/her capacity identified above on behalf of Transplace Southeast, LLC, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Transplace Southeast, LLC.

Dated: September 16th, 2015


Name: _____

My Commission expires: 8/25/2019

(NOTARIAL SEAL)



ATTACHMENT 1
COMPANY MARKS

Trademark	Country	Application Number	Registration Number
M33 INTEGRATED SOLUTIONS	United States	77/387785	3611051
TECHNOLOGY CO-MANAGEMENT and Design	United States	77/407487	3745126
MPOWER	United States	86/199026	4623958
MCAP	United States	86/198945	4605464
M33	United States	86/198962	4609420
Miscellaneous Design (Hexagon Logo)	United States	86/198980	4694550
BLACKBEARD	United States	86/219335	4631606
Miscellaneous Design (sphere)	United States	86/219366	4714901
M33	Canada	1690439	
M33	Mexico	1518393	
M33	Mexico	1518394	1496943
Miscellaneous Design (sphere)	Canada	1693497	
Miscellaneous Design (sphere)	Mexico	1527135	