

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507719

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Management Services, LLC		05/20/2014	Corporation: WASHINGTON <small>Limited Liability Company: WASHINGTON</small>
RECEIVING PARTY DATA			
Name:	Pinnacle Property Management Services, LLC		
Street Address:	5055 Keller Springs Road		
Internal Address:	Suite 400		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4016399	CREST	
Registration Number:	4016400	CREST COMPLIANCE	
Registration Number:	4042812		
Registration Number:	4514837		
CORRESPONDENCE DATA			
Fax Number:	9254728895		
<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:	(925) 472-5000		
Email:	vbelevich@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	100432-1076462		
NAME OF SUBMITTER:	Vitaliy Belevich		
SIGNATURE:	/Vitaliy Belevich/		
DATE SIGNED:	01/29/2019		

OP \$115.00 4016399

Total Attachments: 14

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PURCHASE AGREEMENT

by and among

Pinnacle Property Management Services, LLC,

American Management Services LLC,

American Management Services East LLC,

American Management Services California Inc.,

and

HDG Investments, LLC

Dated May 20, 2014

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), dated as of May 20, 2014, is made and entered into by and among (i) Pinnacle Property Management Services, LLC, a Delaware limited liability company (the "Buyer"), (ii) American Management Services LLC, a Washington limited liability company ("AMS"), American Management Services East, LLC, a Washington limited liability company ("AMSE"), and American Management Services California Inc., a Washington corporation ("California Inc.") (AMS, AMSE and California Inc. are each referred to herein individually as a "Seller" and collectively as "Sellers") and (iii) AMS as the representative of Sellers (the "Sellers' Representative").

The above-referenced parties are sometimes referred to herein individually as a "Party" and together as the "Parties."

ARTICLE II

PURCHASE AND SALE

2.1 Agreement to Purchase and Sell. Subject to the terms and conditions hereof, at the Closing, each Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from such Seller, all right, title and interest in and to, the following (collectively the "Assets"):

2.1.1 From AMS:

(e) the goodwill, copyrights, methods, know-how, Software, technical documentation, processes, procedures, trade secrets, trademarks, trade names, service marks, service names, registered user names, telephone numbers and listings, supplies and materials, if any, technology, research records, data, stored files, designs, plans, drawings, know-how and formulas, whether patentable or unpatentable, and other intellectual or proprietary rights or other similar information or property used by AMS in the operation of the Business (and all rights thereto and applications therefor);

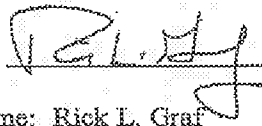
Section 4.17 Intellectual Property. Schedule 4.17 hereto accurately lists all: (i) registered Intellectual Property, or applications for registration of Intellectual Property, that is owned by any Seller or Included Operating Subsidiary and directly related to the Business or Assets (ii) proprietary formulae owned or used by any Seller or Included Operating Subsidiary with respect to the Business or Assets; (iii) Software (other than standard, unmodified off-the-shelf software licensed to Seller or any Included Operating Subsidiary) owned or used by any Seller or Included Operating Subsidiary with respect to the Business or Assets; and (iv) any other material Intellectual Property owned or used by any Seller or Included Operating Subsidiary with respect to the Business or Assets (clauses (i)-(iv), collectively, the "Pinnacle Intellectual Property"). Except as set forth on Schedule 4.17, one of the Sellers or Included Operating Subsidiaries owns and possesses all right, title and interest in and to, or has the right to use, all Intellectual Property necessary for or used in the Business, free and clear of all Liens, except for Permitted Liens. Schedule 4.17 discloses the identity of each other Person which owns any right, title or interest in and to the Pinnacle Intellectual Property. Except as set forth on Schedule 4.17, to the extent any material Pinnacle Intellectual Property is not owned by one of the Sellers or Included Operating Subsidiaries, a Seller or Included Operating Subsidiary shall have, prior to the Closing, acquired the right, power and authority to use such Pinnacle Intellectual Property (and if acquired by a Seller, included in the Assets transferred by such Seller to Buyer under this

The Pinnacle
Intellectual Property includes all Intellectual Property necessary to permit the continued
operation of the Business after the Closing in the same manner as conducted prior to the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

Pinnacle Property Management Services, LLC, a Delaware limited liability company

By:  _____

Name: Rick L. Graf
Title: President/CEO

SELLERS:

AMERICAN MANAGEMENT SERVICES, LLC, a Washington limited liability company

By: _____

Name
Title

AMERICAN MANAGEMENT SERVICES EAST, LLC, a Washington limited liability company

By: _____

Name
Title

AMERICAN MANAGEMENT SERVICES CALIFORNIA INC., a Washington corporation

By: _____

Name
Title _____

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

Pinnacle Property Management Services, LLC, a Delaware limited liability company

By: _____

Name
Title

SELLERS:

AMERICAN MANAGEMENT SERVICES, LLC, a Washington limited liability company

By: _____

Name John Greenwood
Title Chairman / Authorized Representative

AMERICAN MANAGEMENT SERVICES EAST, LLC, a Washington limited liability company

By: _____

Name John Greenwood
Title Authorized Representative

AMERICAN MANAGEMENT SERVICES CALIFORNIA INC., a Washington corporation


By: _____



Name John Greenwood
Title Authorized Representative

[Signature Page to Purchase Agreement]

Schedule 4.17 -- Intellectual Property

Trademarks

<u>TM Record</u>	<u>Mark/Name/SN/RN</u>	<u>Status/Status Date</u>	<u>Brief Goods/Services</u>	<u>Owner</u>
US Federal Q1 of 4	<p>CREST</p> <p>CREST</p> <p>SN:77-825888 RN:4,016,399</p>	Registered August 23, 2011	(Int'l Class: 35) Federal housing program compliance services, namely, reviewing and auditing operations of properties to evaluate eligibility for federal affordable housing programs... (Int'l Class: 41) Training and education, namely, classes, seminars and workshops in the field of compliance with requirements for eligibility for federal affordable...	American Management Services, LLC (Washington Limited Liability Company) 11Th Floor 5910 N. Central Expressway Dallas, Texas 75206
US Federal Q1 of 5	<p>CREST COMPLIANCE and Design</p>  <p>SN:77-825905 RN:4,016,400</p>	Registered August 23, 2011	(Int'l Class: 35) Federal housing program compliance services, namely, reviewing and auditing operations of properties to evaluate eligibility for federal affordable housing programs... (Int'l Class: 41) Training and education, namely, classes, seminars and workshops in the field of compliance with requirements for eligibility for federal affordable...	American Management Services, LLC (Washington Limited Liability Company) 11Th Floor 5910 N. Central Expressway Dallas, Texas 75206

<u>TM Record</u>	<u>Mark/Name/SN/RN</u>	<u>Status/Status Date</u>	<u>Brief Goods/Services</u>	<u>Owner</u>
US Federal Q1 uf 15	 SN:77-825974	Allowed - Intent to Use 5th Extension of Time Granted August 6, 2013	(Int'l Class: 42) Computer services, namely, remote and on- site management of the information technology (it) systems of others (Int'l Class: 45) Monitoring and auditing companies' compliance with legal and ethical standards	American Management Services, LLC (Washington Limited Liability Company) Suite 400 5055 Keller Springs Road Addison, Texas 75001
US Federal Q1 uf 16	 SN:77-982308 RN:4,042,812	Registered October 18, 2011	(Int'l Class: 35) Federal housing program compliance services, namely, reviewing and auditing operations of real properties to evaluate eligibility for federal affordable and... (Int'l Class: 36) Real estate services, namely, real estate management, real estate brokerage, real estate investment management; financial risk management; credit risk management (Int'l Class: 37) Real estate construction management (Int'l Class: 41) Training and education, namely, classes, seminars and workshops in the field of compliance with requirements for eligibility for federal affordable...	American Management Services, LLC (Washington Limited Liability Company) 11Th Floor 5910 N. Central Expressway Dallas, Texas 75206

**BILL OF SALE
(AMS)**

THIS BILL OF SALE is made effective as of September 1, 2014, by and between **AMERICAN MANAGEMENT SERVICES LLC**, a Washington limited liability company (the "***Seller***"), and **PINNACLE PROPERTY MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (the "***Buyer***"). Any capitalized term used herein and not defined herein shall have the meaning assigned to it in the Purchase Agreement (as defined below).

FOR VALUE RECEIVED, as set forth in that certain Purchase Agreement, dated as of May 20, 2014, as amended by Amendment to Purchase Agreement, dated as of August 29, 2014, by and among the Buyer and the Seller Parties (the "***Purchase Agreement***"), receipt of which is hereby acknowledged, and pursuant to the terms of the Purchase Agreement, Seller does hereby grant, bargain, sell, convey, assign, transfer, and set over unto Buyer, and its successors and assigns, and Buyer does hereby acquire from Seller, all of Seller's right, title and interest in and to all of the Assets.

At any time or from time to time after the date hereof, at Buyer's written request and without further consideration, Seller shall execute and deliver, or caused to be executed and delivered, to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Assets, and, to the full extent permitted by law, to put Buyer in actual possession and operating control of the Assets.

Seller hereby constitutes and appoints Buyer, its successors and assigns, as the true and lawful agent and attorney in fact of Seller, with full power of substitution in Seller's name and stead, but on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's names, or otherwise, for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, for the benefit of Buyer, its successors and assigns, which Buyer, its successors or assigns may deem proper for the collection or reduction to possession of any of the Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned and to do all acts and things in relation to the Assets which Buyer, its successors or assigns, shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

This Bill of Sale is intended to evidence the consummation of the transfer and assignment by Seller to Buyer of the Assets contemplated by the Purchase Agreement. Seller, by its execution of this Bill of Sale, and Buyer, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement or

constitute a waiver or release by any party of any rights, liabilities, duties or obligations granted to or imposed upon any of them by the terms of the Purchase Agreement

Seller is not hereby transferring any of its right, title and interest in and to the Excluded Assets.

This Bill of Sale shall be governed by and construed and enforced according to the laws of the State of Washington without reference to its choice of law rules.

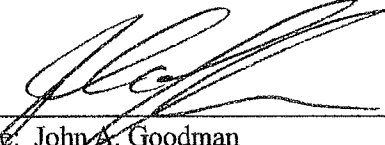
Seller does for itself and its successors and assigns, covenant to and with Buyer, its successors and assigns, that Seller lawfully owns the Assets, that Seller has good title and limited liability company authority to convey the same to Buyer, and Seller hereby sells, transfers and delivers the Assets to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer, its successors and assigns forever. Seller binds Seller and its successors to warrant and forever defend all and singular the Assets to Buyer and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Bill of Sale (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

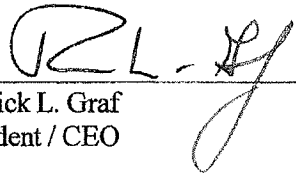
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale as of the day and year first above written.

SELLER: **AMERICAN MANAGEMENT SERVICES LLC,**
a Washington limited liability company

By: 
Name: John A. Goodman
Its: Authorized Representative

BUYER: **PINNACLE PROPERTY MANAGEMENT SERVICES, LLC**
a Delaware limited liability company

By: 
Name: Rick L. Graf
Its: President / CEO

[Signature Page to Bill of Sale]