2018833

CH \$240.00

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NER Data Products, Inc.		06/07/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	NER Data Corporation	
Street Address:	307 South Delsea Drive	
City:	Glassboro	
State/Country:	NEW JERSEY	
Postal Code:	08028	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2018833	SAM
Registration Number:	2580508	QWIKSCAN
Registration Number:	2699793	SMRTSYSTEM
Registration Number:	2702033	PAR-A-GON
Registration Number:	2960127	R3
Registration Number:	3205509	NER
Registration Number:	3314218	PRINT4
Registration Number:	3320968	NER
Registration Number:	3406958	NER

CORRESPONDENCE DATA

Fax Number: (413)731-3101

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 413-731-3100

Email: poshea@osheagetz.com

TRADEMARK
REEL: 004555 FRAME: 0981

900193782

Correspondent Name: Patrick J. O'Shea Address Line 1: O'Shea Getz P.C. Address Line 2: 1500 Main Street, Suite 912 Springfield, MASSACHUSETTS 01115 Address Line 4: ATTORNEY DOCKET NUMBER: 1031-0000 NAME OF SUBMITTER: Patrick J. O'Shea Signature: /pjo/ Date: 06/07/2011 Total Attachments: 3 source=1031tm#page1.tif source=1031tm#page2.tif source=1031tm#page3.tif

TRADEMARK
REEL: 004555 FRAME: 0982

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Agreement</u>"), effective as of April 2, 2010, by and between NER Data Products, Inc., a New Jersey corporation ("<u>Assignor</u>"), and NER Data Corporation, a Delaware corporation ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor owns certain pending or registered trademarks specifically set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, Assignor has transferred certain assets, including the Trademarks, to Assignee pursuant to a Bill of Sale and Assignment and Assumption Agreement dated as of April 2, 2010; and

WHEREAS, Assignor desires to evidence the assignment and conveyance to Assignee of all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages.
- 2. Assignor agrees that, when requested, it will sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary, desirable or convenient for securing and maintaining the Trademarks in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 3. Assignor covenants to Assignee, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.
- 4. This Agreement and the assignment of Trademarks shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- 5. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. None of the provisions of this Agreement may be waived, changed or altered except in writing by all of the parties hereto.
- 7. In the event of a conflict between the terms and conditions of Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

21435353\V-1

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned as an instrument under seal.

ASSIGNOR:

NER Data Products, Inc.

Christopher Oatway
Chief Financial Officer

State of New Jersey)
$f \sim c$)ss
County of two burland)

On this 7th day of June 2011, before me appeared Christopher Oatway, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

[seal]

THOMAS P. BERGAMO
NOTARY PUTLIC OF MEW JERSEY
MY Controlistion Expirus August 30, 2 c i 4

Exhibit A

Registered Trademarks

MARK	REGISTRATION NUMBER	COUNTRY
SAM	2,018,833	United States
QUIKSCAN	2,580,508	United States
SMRTSYSTEMM	2,699,793	United States
PAR-A-GON	2,702,033	United States
R3	2,960,127	United States
NER	3,205,509	United States
PRINT4	3,314,218	United States
NER	3,320,968	United States
NER	3,406,958	United States
PRINT4	700750	Canada
NER	700757	Canada

Pending Trademark Applications

MARK	SERIAL NUMBER	COUNTRY	
IOS	77/788,709	United States	

21435353\V-I

RECORDED: 06/07/2011

TRADEMARK REEL: 004555 FRAME: 0985