TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEITZ CORPORATION		11/10/2011	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	SEITZ LLC	
Street Address:	212 Industrial Lane	
City:	Torrington	
State/Country:	CONNECTICUT	
Postal Code:	06790	
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1210281	DATA MOTION
Registration Number:	3000290	SEITZ
Registration Number:	2597407	Q-DRIVE

CORRESPONDENCE DATA

(617)856-8201 Fax Number: Phone: 617-856-8145 ip@brownrudnick.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Mark S. Leonardo Address Line 1: One Financial Center Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 23677/20

NAME OF SUBMITTER: Mark S. Leonardo

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Signature:	/Mark S. Leonardo/
Date:	11/11/2011
Total Attachments: 4 source=Trademark_Assignment_Agreement#page1.tif source=Trademark_Assignment_Agreement#page2.tif source=Trademark_Assignment_Agreement#page3.tif source=Trademark_Assignment_Agreement#page4.tif	

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), is delivered and effective as of this November 10, 2011 by SEITZ CORPORATION ("<u>Assignor</u>"), to and in favor of SEITZ LLC ("<u>Assignee</u>"). Both Assignor and Assignee are collectively referred to herein as the "<u>Parties</u>".

WHEREAS, the Parties have entered into a transaction (the "<u>Transaction</u>") providing for the sale and assignment by Assignor to Assignee of certain assets, including, without limitation, the Assigned Trademarks (as hereinafter defined);

WHEREAS, pursuant to the Transaction, Assignor agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the trademark registrations identified and set forth on <u>Schedule A</u> attached hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Trademarks");

WHEREAS, Assignee is the successor to that portion of the assets of the business of Assignor to which the Assigned Trademarks pertains and such business is ongoing;

WHEREAS, Assignor wishes to confirm Assignee's ownership of the trademarks and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademarks.

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

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right. title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, including the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue,

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- counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
- 2. <u>Recordation of Assignment</u>. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
- 3. <u>Further Assistance</u>. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
- 4. <u>Counterparts</u>. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

ASSIGNOR

SEITZ CORPORATION

By Michael J. Sullivan Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Assigned Trademarks

Trademarks	Registration No.
DATA MOTION	1210281
SEITZ	3000290
Q-DRIVE	2597407

2204253

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