

## 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
Ryanna LLC		12/20/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Peak Technologies, Inc.		
Street Address:	10330 Old Columbia Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2911393	FULLUSE	
Registration Number:	3020993	RYZEX	
Registration Number:	1743516	RYZEX RE-MARKETING	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	28653-47 CAC		

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 REEL: 004686 FRAME: 0570

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NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	12/23/2011
<b>Total Attachments: 7</b> source=Ryanna Trademark and Domain Name Assignment#page1.tif source=Ryanna Trademark and Domain Name Assignment#page2.tif source=Ryanna Trademark and Domain Name Assignment#page3.tif source=Ryanna Trademark and Domain Name Assignment#page4.tif source=Ryanna Trademark and Domain Name Assignment#page5.tif source=Ryanna Trademark and Domain Name Assignment#page6.tif source=Ryanna Trademark and Domain Name Assignment#page7.tif	

## **TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of the 20th day of December, 2011 by and between Ryanna LLC, a Washington limited liability company with a principal address at 315 Sea Pines Rd, Bellingham, WA 98229 ("Assignor") and Peak Technologies, Inc., an Illinois corporation with a principal address at 10330 Old Columbia Road, Columbia, Maryland, 21046 ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties." All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

### **RECITALS**

WHEREAS, Assignor and Assignee, together with certain other parties, have entered into that certain Stock and Asset Purchase Agreement, dated as of December 20, 2011 (the "Purchase Agreement");

WHEREAS, Pursuant to the Purchase Agreement and for consideration set forth therein, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to the Acquired Ryanna IP, including but not limited to trademarks and trademark rights listed on Exhibit A hereto, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, together with the goodwill of the business associated therewith (collectively, the "Marks") and the domain names listed on Exhibit B hereto (collectively, the "Domain Names"); and

WHEREAS, Assignee desires to acquire all of the Marks and the Domain Names.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Assignment and the Purchase Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Marks in the world for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, together with the goodwill of the business associated with and symbolized by the Marks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark and Domain Name Assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right of the Assignee to bring actions, claim relief, and claim damages in respect of any past, present or future infringement, unauthorized use or other violation of rights with respect to any of the Marks throughout the world, together with

the goodwill of the business associated therewith; including any and all common law rights, applications, and registrations for the Marks.

2. Assignment of Domain Names. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Domain Names in the world.

3. Further Assurances. Assignor shall execute and deliver at the reasonable request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and shall perform other reasonable acts Assignee may reasonably request (including, in the case of the Domain Name, transferring the registration and any applicable authorization code with the applicable domain name registrar) in order to vest all right, title, and interest in and to, and operational control over, the Marks and Domain Names over to Assignee, to perfect and enforce its right, title and interest in and to the Marks (including execution of any version of this Assignment suitable for filing in a jurisdiction outside of the United States) and Domain Names and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

4. Filing. Assignor hereby (a) requests the Commissioner of Patents and Trademarks of the United States of America, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks, and (b) requests the respective domain name registrars for the Domain Names to record Assignee as the registrant of the Domain Names.

5. Successors; Binding Effect. The terms and conditions of this Trademark and Domain Name Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successor, assigns, and other legal representatives.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Trademark and Domain Name Assignment as of the date first above written.

**ASSIGNOR:**

**RYANNA LLC**

By: 

Name: RUTHERFORD BROWNE

Title: MANAGER

**ASSIGNEE:**

**PEAK TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Trademark and Domain Name Assignment as of the date first above written.

**ASSIGNOR:**

**RYANNA LLC**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**PEAK TECHNOLOGIES, INC.**

By:  \_\_\_\_\_

Name: Scott L. Gwilliam

Title: Vice President

**EXHIBIT A**  
**TRADEMARKS**

<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
FULLUSE	US	2911393	February 27, 2002
RYZEX	EU	006474944	September 18, 2008
RYZEX	UK	2513095	August 21, 2009
RYZEX	US	3020993	November 29, 2005
RYZEX RE-MARKETING	US	1743516	December 29, 1992

**EXHIBIT B**  
**DOMAIN NAMES**

Domain names

<b>Domain Name</b>	<b>Expiry Date</b>	<b>Domain Name</b>	<b>Expiry Date</b>
7rs.com	11/28/2012	repair-catalogue.com	10/2/2012
8rs.com	11/28/2012	repair-spare.com	10/11/2012
barcode-repairs.com	10/11/2012	repaircatalog.com	10/2/2012
barcodestock.com	1/28/2012	repaircatalogue.com	10/2/2012
buybarcode.com	12/29/2012	repairs-spares.com	10/11/2012
buybarcode.net	8/24/2012	repairspare.com	10/11/2012
demomanagment.com	5/16/2012	repairsspares.com	10/11/2012
endofservice.com	3/19/2012	returns-management.com	9/4/2012
ful-use.com	3/30/2012	risek.com	6/26/2012
full-mobility.com	1/4/2013	riseks.com	6/26/2012
full-reuse.com	10/7/2012	risiks.com	5/15/2012
full-use.com	1/8/2013	rizeks.com	6/26/2012
full-use.net	3/20/2012	rysec.com	11/15/2012
full-use.org	3/20/2012	rysex.com	6/26/2012
full-used.com	3/20/2012	ryzek.com	6/26/2012
full-value.com	1/13/2013	ryzeks.com	6/26/2012
fullmobility.com	6/3/2012	ryzex.biz	11/18/2012
fullreuse.com	10/7/2012	ryzex.ca	11/30/2012
fulluse.com	1/8/2013	ryzex.com	1/24/2014
fulluse.net	3/20/2012	ryzex.mobi	10/2/2012
fulluse.org	3/20/2012	ryzex.net	8/20/2012



fullused.com	3/20/2012	ryzex.org	9/3/2012
fulluze.com	4/3/2012	ryzex.us	4/23/2012
fulmobility.com	1/4/2013	ryzex-refresh.com	7/16/2012
fuluse.com	3/30/2012	ryzexgroup.com	12/11/2012
getreadyforpeak.com	7/27/2012	ryzexplc.com	10/16/2012
i-printer.co.uk	3/14/2012	ryzexrefresh.com	7/16/2012
i-routing.com	7/8/2012	ryzexrepair.com	6/1/2012
intelligent-refresh.com	7/16/2012	ryzexrepair.net	11/18/2012
intelligentrefresh.com	7/16/2012	ryzexrepair.org	1/30/2012
intermecmarkham.ca	3/19/2012	ryzexusa.com	4/24/2012
investment-recovery.net	10/20/2012	ryziks.com	5/15/2012
maintenacenet.com	8/28/2012	save-more-than-this.com	7/8/2012
maintenacenet.net	8/28/2012	savemorethanthis.com	7/8/2012
myryzex.com	1/16/2012	simplymobileuk.com	4/24/2012
poweredbyryzex.com	7/8/2012	smart-refresh.com	7/16/2012
r-refresh.com	7/16/2012	smart-upgrade.com	7/16/2012
repair-catalog.com	10/2/2012	theryzexgroup.com	10/16/2012