

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPS VISUAL COMMUNICATIONS LLC		05/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUDSONYARDS STUDIOS LLC		
<b>Street Address:</b>	30 Broad Street		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2865808	HUDSONYARDS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2033255001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2033255061		
Email:	kdonohue@fdh.com		
Correspondent Name:	Kathleen A. Donohue		
Address Line 1:	c/o Finn Dixon & Herling LLP		
Address Line 2:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	8014.001		
NAME OF SUBMITTER:	Kathleen A. Donohue		

OP \$40.00 2865808

Signature:	/Kathleen A. Donohue/
Date:	06/07/2012
<b>Total Attachments: 5</b> source=IP Assignment - HudsonYards Studios LLC (01454911)#page1.tif source=IP Assignment - HudsonYards Studios LLC (01454911)#page2.tif source=IP Assignment - HudsonYards Studios LLC (01454911)#page3.tif source=IP Assignment - HudsonYards Studios LLC (01454911)#page4.tif source=IP Assignment - HudsonYards Studios LLC (01454911)#page5.tif	

**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of May 1, 2012 by and between CAPS VISUAL COMMUNICATIONS LLC, a Delaware limited liability company (the "Assignor"), and HUDSONYARDS STUDIOS LLC, a Delaware limited liability company (the "Assignee").

**W I T N E S S E T H:**

WHEREAS, the Assignor and the Assignee have executed and delivered an Asset Transfer Agreement, dated as of the date hereof (the "Asset Transfer Agreement"), pursuant to which, among other things, the Assignor has agreed to transfer to the Assignee, and the Assignee has agreed to accept the transfer from the Assignor of, the Transferred Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Asset Transfer Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Asset Transfer Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to any and all Intellectual Property included in the Transferred Assets be assigned and transferred to the Assignee as provided in the Asset Transfer Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its respective right, title and interest in and to any and all Intellectual Property included in the Transferred Assets (including, but not limited to, any and all patents, patent applications, trademark applications and registrations, copyrights, agreements, trade names and other property, as applicable, listed on Exhibit A hereto), together with the goodwill of the HY Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Asset Transfer Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Asset Transfer Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its best efforts to comply promptly with all other remaining steps necessary to transfer any and all domain names held by the Assignor or by third parties on its behalf which are included in the Transferred Assets, including, but not limited to, those domain names set forth on Exhibit B hereto (the “Domain Names”).

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Asset Transfer Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Asset Transfer Agreement.

## 2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Asset Transfer Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of law principals of the State of New York (except Sections 5-1401 and 5-1402 of the New York General Obligations Law).

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**Assignor:**

CAPS VISUAL COMMUNICATIONS LLC

By: Diane Romano

Name: Diane Romano

Title: Vice President

**Assignee:**

HUDSONYARDS STUDIOS LLC

By: Diane Romano

Name: Diane Romano

Title: Vice President

**EXHIBIT B**

**DOMAIN NAMES**

**agileenterprise.com  
agtasp.com  
stryker-sdl.com  
agtnet.com  
hudson-yard.com  
hudson-yards.com  
hudsonyard.com  
hyards.com  
hynyc.com  
pmtadvantage.com  
wenneradspecs.com**

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

I. Trademarks

Trademark	Registration Number
<i>Registered Trademarks</i>	
HudsonYards	2865808

II. Copyrights

**NONE**

III. Patents

**NONE**

IV. Agreements

1. The Intellectual Property Rights Agreement dated as of March 1, 2006 between the Assignor (as assignee of CAPS Group Acquisition LLC) and Schawk USA, Inc.

V. Trade Names (including any related fictitious name filings)

“Hudson Yards”  
“HudsonYards”  
“NEC”