

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
Knighthed Computer Systems, LLC		12/19/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Knighthed IP, LLC		
Street Address:	145 N. Highland Ave.		
City:	Ossining		
State/Country:	NEW YORK		
Postal Code:	10562		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3796931	KNIGHTED	
Registration Number:	3796933	KNIGHTED	
Registration Number:	3860506	WCSPLUS	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Frost Brown Todd LLC c/o Karlyn Schnapp		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	601677		
NAME OF SUBMITTER:	Karlyn A. Schnapp		

OP \$90.00 3796931

Signature:	/KAS/
Date:	01/22/2013
Total Attachments: 7 source=Assignment - KNIGHTED IP#page1.tif source=Assignment - KNIGHTED IP#page2.tif source=Assignment - KNIGHTED IP#page3.tif source=Assignment - KNIGHTED IP#page4.tif source=Assignment - KNIGHTED IP#page5.tif source=Assignment - KNIGHTED IP#page6.tif source=Assignment - KNIGHTED IP#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This assignment effective as of the last date of execution below is made by KNIGHTED COMPUTER SYSTEMS, LLC and KNIGHTED LMS, LLC, each a New York limited liability company having offices at 145 N. Highland Ave., Ossining, NY 10562 (and collectively the "Assignor"), to KNIGHTED IP, LLC, a Delaware limited liability company having offices at 7901 Innovation Way, Mason, Ohio 45040 (the "Assignee"), a designee of Intelligrated Holdings, Inc., a Delaware corporation having offices at 7901 Innovation Way, Mason, Ohio 45040 (the "Buyer"), the Buyer being the purchaser of certain assets of Assignor pursuant to a Purchase Agreement between Buyer and Assignor, dated as of December 19, 2012 (the "Purchase Agreement"), wherein the Assignee is the designee of the Buyer for this assignment under the terms of the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor hereby conveys, transfers, and assigns to Assignee, among other assets, certain intellectual property of Assignor including any goodwill associated therewith, such as with respect to any trademarks, and has agreed to execute and deliver relevant, non-confidential portions of this assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, Assignor agrees as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to
 - (a) the intellectual property included in the Assets (as defined in the Purchase Agreement), as set forth in Exhibits A and B, and that include any other applications or registrations based in whole or in part upon any of the foregoing in any country ("Assigned IP");
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to

and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes any governmental officials to record and register this assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, and generally to do everything reasonably possible which Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper protection for the Assigned IP.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Counterparts.** This assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this assignment.
5. **Successors and Assigns.** This assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this assignment as of the date first above written.

Assignor: KNIGHTED COMPUTER SYSTEMS, LLC
By: DCE Software Holding Corp., Its Member

Signature: [Handwritten Signature]
Full Name: Daniel NABLI
Title: President
Residence: 785 Annun Rd
Bedford Co NY 13619

Date: 12/19/2012

STATE OF New York)
COUNTY OF Westchester) SS:

On this 19th day of Dec, 2012, personally appeared before me Daniel Napoli, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this assignment, and acknowledged that he executed the same.

Notary Public: [Handwritten Signature]
My Commission Expires: April 30, 2014

ANTHONY J. MOTTILEONE
Notary Public, State of New York
No. 03-7695165
Qualified in Westchester County
Commission Expires April 30, 2014

2014

ANTHONY J. MOTTILEONE
Notary Public, State of New York
No. 03-7695165
Qualified in Westchester County
Commission Expires April 30, 2014

[Signature page to Assignment]

Assignor: KNIGHTED LMS, LLC:
By: DCE Software Holding Corp., Its Member

Signature: [Signature]
Full Name: Daniel R. Napoli
Title: CEO/President
Residence: 785 Armonk Rd
Bedford Convent NY 10549

Date: 12/18/2012

STATE OF New York)
COUNTY OF Westchester) SS:

On this 18th day of Dec., 2012, personally appeared before me Daniel Napoli, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this assignment, and acknowledged that he executed the same.

Notary Public: [Signature]
My Commission Expires: Apr 30, 2012

ANTHONY J. MONTELEONE
Notary Public, State of New York
No. 03-7895105
Qualified in Westchester County
Commission Expires April 30, 2014
2014

[Signature page to Assignment]

EXHIBIT A

<u>Type of Intellectual Property</u>	<u>Description</u>
Active Registered Trademark	<p style="text-align: center;">Knighted</p> <p>Word Mark KNIGHTED</p> <p>Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software for warehouse management. FIRST USE: 19950630. FIRST USE IN COMMERCE: 19950630</p> <p>Standard Characters Claimed</p> <p>Mark Drawing Code (4) STANDARD CHARACTER MARK</p> <p>Serial Number 77669897</p> <p>Filing Date February 13, 2009</p> <p>Current Basis 1A</p> <p>Original Filing Basis 1B</p> <p>Published for Opposition May 5, 2009</p> <p>Registration Number 3796931</p> <p>Registration Date June 1, 2010</p> <p>Owner (REGISTRANT) Knighted Computer Systems, Inc. CORPORATION NEW YORK 145 North Highland Ave Ossining NEW YORK 10562</p> <p>Type of Mark TRADEMARK</p> <p>Register PRINCIPAL</p> <p>Live/Dead Indicator LIVE</p>
Active Registered Trademark	<p style="text-align: center;">Knighted</p> <p>Word Mark KNIGHTED</p> <p>Goods and IC 009. US 021 023 026 036 038. G & S: Computer</p>

	<p>Services software for logistics and supply chain management. FIRST USE: 19950630. FIRST USE IN COMMERCE: 19950630</p> <p>Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM</p> <p>Serial Number 77670075</p> <p>Filing Date February 13, 2009</p> <p>Current Basis 1A</p> <p>Original Filing Basis 1B</p> <p>Published for Opposition May 19, 2009</p> <p>Registration Number 3796933</p> <p>Registration Date June 1, 2010</p> <p>Owner (REGISTRANT) Knighted Computer Systems, Inc. CORPORATION NEW YORK 145 North Highland Ave Ossining NEW YORK 10562</p> <p>Description of Mark Color is not claimed as a feature of the mark. The mark consists of the word "Knighted" in Bodoni font, with a stylized "K".</p> <p>Type of Mark TRADEMARK</p> <p>Register PRINCIPAL</p> <p>Live/Dead Indicator LIVE</p>
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Active Trademark Registration	<p style="text-align: center;">WCSPlus</p> <p>Word Mark WCSPLUS</p> <p>Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software for the field of warehousing and distribution, to manage transactional data, provide statistical analysis, and produce notifications and reports; Computer software for managing order fulfillment and automated material handling equipment processes in warehouses. FIRST USE: 20100105. FIRST USE IN COMMERCE: 20100111</p> <p>Standard Characters Claimed</p> <p>Mark Drawing Code (4) STANDARD CHARACTER MARK</p> <p>Trademark Search Facility LETTER-3-OR-MORE WCS Combination of three or more letters as part of the mark</p>
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	Classification Code
Serial Number	77951837
Filing Date	March 5, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	July 27, 2010
Registration Number	3860506
Registration Date	October 12, 2010
Owner	(REGISTRANT) Knighted Computer Systems, Inc. CORPORATION NEW YORK 145 N. Highland Avenue Ossining NEW YORK 10562
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE