

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademarks and Service Marks

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Checkpoint Systems, Inc.		04/26/2013	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
Name:	Checkview Corporation
Street Address:	8170 Upland Circle
City:	Chanhassen
State/Country:	MINNESOTA
Postal Code:	55317
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	1784455	ALARMEX
Registration Number:	1985189	CLARITY
Registration Number:	2158308	PASSPORT
Registration Number:	2242604	CLARITY CONCEPT
Registration Number:	3735087	CHECKVIEW

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2027393001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-739-3000
Email:	jennifer.evans@morganlewis.com
Correspondent Name:	Morgan, Lewis & Bockius LLP
Address Line 1:	1111 Pennsylvania Avenue, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	05843814-0474
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CH \$140.00 1784455

NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	05/10/2013
<b>Total Attachments: 6</b> source=Assignment and Assumption of Trademarks.pdf#page1.tif source=Assignment and Assumption of Trademarks.pdf#page2.tif source=Assignment and Assumption of Trademarks.pdf#page3.tif source=Assignment and Assumption of Trademarks.pdf#page4.tif source=Assignment and Assumption of Trademarks.pdf#page5.tif source=Assignment and Assumption of Trademarks.pdf#page6.tif	

## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is made and entered into this 26th day of April, 2013 by and between CHECKPOINT SYSTEMS, INC., a Pennsylvania corporation with an address of 101 Wolf Drive, Thorofare, New Jersey 08086 (hereinafter referred as "Assignor"), and CHECKVIEW CORPORATION, a Delaware corporation with an address of 8170 Upland Circle Chanhassen, Minnesota 55317 ("Assignee").

### Background

WHEREAS, Assignor is the owner of the United States and Canadian trademarks and service marks set forth in Schedule A attached hereto and incorporated herein by reference, including any unregistered or common law rights associated therewith in the United States, and with respect to "Checkview", in the United States and Canada (collectively, the "Trademarks"); and

WHEREAS, Assignor and Checkview Intermediate Holding II Corporation, a Delaware corporation and the parent of Assignee, have entered into that certain Asset Purchase Agreement dated March 19, 2013 (the "APA"), pursuant to which among other things Assignor has agreed to sell, transfer and assign to Assignee certain assets of Assignor (the "Asset Purchase Transaction"), including without limitation, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to memorialize the sale, transfer and assignment 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 and sufficiency of which hereby are acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignor does hereby, effective as of, and conditioned upon, the Closing on April 28th, 2013 under the Asset Purchase Agreement, sell, assign, transfer, and convey unto Assignee, its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof, together with the goodwill associated therewith in connection with the businesses in which the Trademarks are used and the full right to sue for past, present or future infringement of any of the Trademarks, these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue all registrations related to the Trademarks registered in the United States to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any trademark office located in Canada to issue all registrations related to the Trademarks registered in Canada to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

2. Assignor and Assignee hereby agree to, and shall, execute and deliver such further instruments of transfer and conveyance and take such action and deliver such other documents, certificates and further assurances as may reasonably be required to affect and, where necessary, register the foregoing transfer and conveyance, and Assignor and Assignee hereby agree to, and shall, fully cooperate with each other in furtherance of the same.

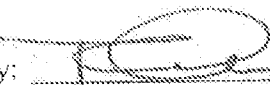
3. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the APA, the terms of the APA will govern.

4. This Assignment may be executed in one or more counterparts (and by facsimile signature), each of which will be deemed to be an original copy of this Assignment, and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Trademarks and Service Marks to be executed as of the date first above written.

ASSIGNOR:

CHECKPOINT SYSTEMS, INC.

By:   
Name: Raymond D. Andrews  
Title: Chief Financial Officer & SVP

ASSIGNEE:

CHECKVIEW CORPORATION

By: \_\_\_\_\_  
Name: Eva M. Kalawski  
Title: Vice President & Secretary

STATE OF New Jersey )  
 ) ss:  
COUNTY OF Gloucester )

Before me personally appeared Raymond D. Andrews, the Chief Financial Officer and Senior Vice President of Checkpoint Systems, Inc., known by me or proven to be to be the person described in and who executed the foregoing instrument, and he acknowledged to me that s/he executed the same for the purposes therein stated, this 26<sup>th</sup> day of April, 2013.

Carol S. Welch  
Notary Public

(SEAL)

My Commission Expires: May 25, 2013

CAROL S. WELCH  
NOTARY PUBLIC, CT/PA  
Commission Expires 5/25/13

4. This Assignment may be executed in one or more counterparts (and by facsimile signature), each of which will be deemed to be an original copy of this Assignment, and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Trademarks and Service Marks to be executed as of the date first above written.

**ASSIGNOR:**

CHECKPOINT SYSTEMS, INC.

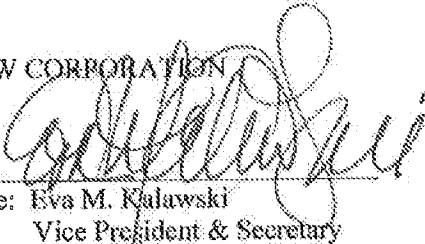
By: \_\_\_\_\_

Name: Raymond D. Andrews

Title: Chief Financial Officer & SVP

**ASSIGNEE:**

CHECKVIEW CORPORATION

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

Name: Eva M. Kulawski

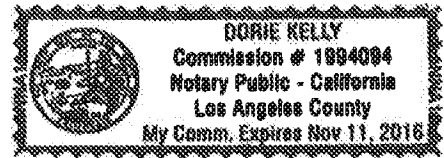
Title: Vice President & Secretary

State of California )  
County of Los Angeles )

On April 26, 2013, before me, Dorie L. Kelly, Notary Public, personally appeared EVA M. KALAWSKI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dorie Kelly*  
Dorie L. Kelly, Notary Public

[Seal]

Exhibit A – Trademarks/Service Marks

Trademark/Service Mark	Jurisdiction of Registration	Registration Number	US Serial Number/ Canadian Application Number
ALARMEX	United States	1784455	74329478
CLARITY	United States	1985189	74626916
PASSPORT	United States	2158308	75190288
CLARITY CONCEPT	United States	2242604	75386304
CheckView	United States	3735087	77615452
CheckView	Canada	TMA812785	1419678
CheckView	Canada	TMA765674	1283866