

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
Capella Technologies, Inc.		07/16/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Levi, Ray & Shoup, Inc.
Street Address:	2401 W. Monroe Street
City:	Springfield
State/Country:	ILLINOIS
Postal Code:	62704
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	4016079	CAPELLA TECHNOLOGIES
Registration Number:	4315487	MEGATRACK
Registration Number:	4294997	PRINTEVOLVE
Registration Number:	3642179	FORMPORT

CORRESPONDENCE DATA	
Fax Number:	2177873286
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2177933800
Email:	richard.schmitz@lrs.com
Correspondent Name:	Richard Schmitz
Address Line 1:	2401 W. Monroe Street
Address Line 4:	Springfield, ILLINOIS 62704

NAME OF SUBMITTER:	Richard Schmitz
Signature:	/Richard Schmitz/

OP \$115.00 4016079

TRADEMARK

Date:

08/23/2013

Total Attachments: 4

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Exhibit D
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 16, 2013, is made by Capella Technologies, Inc., a California corporation ("Seller"), in favor of Levi, Ray & Shoup, Inc., an Illinois corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT, dated as of April 12, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller as described in Schedule 1 hereto ("Copyrighted Works") and in Schedule 2 hereto ("Trademarks"), and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, and sets over to Buyer, and its successors and assigns, and Buyer accepts, purchases, and assumes all of the rights, title and interest that Seller may have, throughout the world and on a nunc pro tunc basis, in and to all proprietary and intellectual property rights, including, but not limited to, copyright, patent rights, design rights, trademark rights, trade secrets rights, and database rights, in and to the following:
 - 1.1. the Copyrighted Works;
 - 1.2. the Trademarks;
 - 1.3. the Seller Owned Intellectual Property as that term is defined in the Asset Purchase Agreement;
 - 1.4. all rights and privileges pertaining to the Copyrighted Works, Trademarks and Seller Owned Intellectual Property, including, without limitation, the right to file for and receive registrations, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world as well as the right to collect damages as a result thereof (the property, assets, and rights encompassed by subsections 1.1-1.2 are referred to collectively as the "Rights").
2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller 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 Intellectual Property and Rights are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property and Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

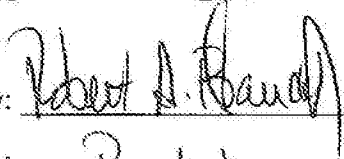
4. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule whether of the State of California or any other jurisdiction.

5. Entire Agreement. This IP Assignment, together with the Schedules 1 and 2, and the Asset Purchase Agreement constitute the entire agreement between the parties concerning the subject matter hereof. This IP Assignment shall not be modified except by a written amendment signed by a duly authorized representative of each party. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

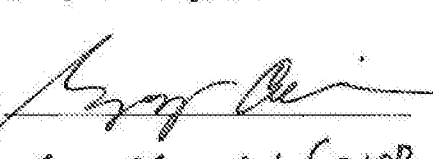
6. Acceptance of Reproductions as Originals. The parties agree that any reproduction of this IP Assignment made by reliable means (e.g., photocopy, facsimile, scanned image) may be delivered, fully or partially executed, to the other party electronically (e.g., facsimile or electronic mail). Any such reliable reproduction of this IP Assignment shall be considered an original in all respects and any authorized signature thereon shall be deemed genuine irrespective of whether the signature is an original or a reproduction made by reliable means.

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed by the signature of their duly authorized officers as of the date above first written.

Capella Technologies, Inc.

By: 
 Title: President

Levi, Ray & Shoup, Inc.

By: 
 Title: General Counsel & Sr VP

Schedule 1
COPYRIGHTED WORKS

Product	Description
AESD	AESD product provides the ability to print simple overlays or watermarks on documents. Print users names on each page of a document to identify who printed the document, print time date stamp on documents and control print jobs.
Data Capture DIMM	Ability to capture and store the data streams at the device level.
DPK	DPK provides pull printing to Single-Function and Multi-Function devices (MFP). It allows for the release of print jobs via Mobile device, proximity card reader, or via the front panel on HP MFP devices.
FormPort EPS	Code which runs on a FormPort External Print Server and processes data streams to create complete document sets.
FormPort Flash	FormPort Flash provides complete electronic form capabilities internal to the HP Printer.
FormPort Kiosk	FormPort Kiosk web interface to Static forms and Dynamic forms. The Dynamic forms are created with FormPort Server Designer.
FormPort Print Logic	Code running on a Unix or Windows system which processes data streams to create complete document sets.
FormPort Server	FormPort Server provides dynamic form printing and distribution via print, email, fax and pdf if required. Dynamic forms are created using FormPort Server Designer. No modification to existing applications is usually required.
HP Accounting Module	This is a server plug-in to allow the collection of job accounting data from HP Devices equipped with the latest HP Smarter delivery capability.
IPM	IPM provides print policy enforcement capabilities on a windows platform.
MegaTrack	MegaTrack is a job tracking solution running on a windows platform.
MegaTrack Dashboard	Windows interface to allow users to see a snapshot of their or their teams print activity.
MIR	The MIR Toolset contains the following accessory functions: <ul style="list-style-type: none"> + Security: Watermark, Reverse, & Mirror Print + 1/8 Degree PCL Page Rotation + Two-Char PCL Escape Character Translation + E-12B and CIECT MIR Font Support + ASCII-dex to Binary PCL Conversion + Independent X and Y PCL Page Calibration
MIPA	MIPA provides in printer Job Tracking for HP printers.
MIPA Pin	MIPA Pin provides Job Tracking and Glass Activity control for HP MFP devices using supported substitution methods.
Print Evolve	Print Evolve Professional includes Pull Printing, PCL or Proximity card Authentication (reader sold separately), Mobile job release, Mobile job submission, Internal print tracking, Job reporting and Intelligent Print Management (IPM).
RDA	RDA (Rapid Device Analysis) is a USB based product which will analyze the environment to identify the installed device base, its capabilities, and volumes as well as cost analysis.
SD Express	Provides secure document printing to remote printers outside a company firewall utilizing the Internet as the method of document delivery.
SecureDIMM	The SecureDIMM will decrypt the data when it reaches the printer. A PC utility to encrypt the data is included.
SecureFont	This DIMM contains Capella Secure Fonts (Watermark, Payee, Reverse Font and Secure Number font)

Schedule 2
TRADEMARKS

1. Capella Technologies
2. FormPort
3. Print Evolve
4. MegaTrack (pending approval)