

TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sumner Group, Inc.		07/15/2013	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	Datamax, Inc.
<b>Street Address:</b>	2121 Hampton Avenue
<b>City:</b>	Saint Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63139
<b>Entity Type:</b>	CORPORATION: MISSOURI

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3528480	CLIENTCONNECT CENTER
Serial Number:	85779565	CLOUDCARE
Registration Number:	4145894	CLOUDWISE
Registration Number:	2133018	COLORPAC
Registration Number:	1932290	CONNECTPAC
Registration Number:	2628163	D
Registration Number:	2425240	DATAMAX
Registration Number:	3187389	DATAMAX LEAST-COST PRINTING (DLCP)
Registration Number:	3554815	DATAMAX METERREMINDER
Registration Number:	2969396	DATAMAX MICRO
Registration Number:	1638689	DATAMAX OFFICE SYSTEMS
Registration Number:	1677139	DATAMAX OFFICE SYSTEMS
Registration Number:	2031200	DATAMAX SOLUTION SERIES
Registration Number:	3074007	DATAMAX TECHNOLOGY ALIGNMENT PROCESS DTA

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Registration Number:	2591545	DOCUBLOCK
Registration Number:	3215306	DOCUSTRESS
Registration Number:	2053487	FAXPAC
Registration Number:	3187414	MAXIMIZER LEARNING
Registration Number:	1667859	MAXPAC
Registration Number:	2086588	PRINTERPAC
Registration Number:	2835853	SERVERPAC
Registration Number:	3724315	TEHCARE
Registration Number:	3047800	TECHNOLOGY ADVOCATE
Registration Number:	2540453	TEHPAC
Registration Number:	3634067	TECHVIEW
Registration Number:	3534862	THOUGHT. PROCESS.
Registration Number:	2697318	UNITING TECHNOLOGY. EMPOWERING PEOPLE.
Registration Number:	3074008	DATAMAX TECHNOLOGY MANAGEMENT ALLIANCE D

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: iptm@armstrongteasdale.com

Correspondent Name: Armstrong Teasdale LLP

Address Line 1: 7700 Forsyth Boulevard, Suite 1800

Address Line 4: Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	4871-35
NAME OF SUBMITTER:	Courtney Jackson
Signature:	/Courtney Jackson/
Date:	09/03/2013

Total Attachments: 8

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made and entered into as of July 15, 2013 (the "Effective Date") by and between **Sumner Group, Inc.**, a Missouri corporation with offices at 6691 Manchester Avenue St. Louis, Missouri 63139 (the "**Assignor**"), and **Datamax Inc.**, a Missouri corporation with offices at 2121 Hampton Avenue, St. Louis, Missouri 63139 (the "**Assignee**"). Hereinafter, Assignor and Assignee may be collectively referred to as the "Parties" and individually a "Party."

**WHEREAS**, Assignor is the owner of the United States Trademark registrations and applications listed on Schedule A attached hereto and incorporated herein by referenced (collectively, the "**Trademarks**"), including without limitation, United States Trademark Registration No. 2,425,240, issued on January 30, 2001 for the mark, DATAMAX (the "**DATAMAX Trademark**") which has been used by the Assignor in connection with *retail office equipment store services and business consultation services in the field of office equipment* since at least 1981;

**WHEREAS**, Assignor and Assignee are parties to a certain Separation Agreement dated of even date herewith (the "**Separation**");

**WHEREAS**, pursuant to the Separation, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Trademarks, subject only to Assignor's retained right to use and exploit the Trademarks, in accordance with the terms and conditions of this Agreement as set forth below; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual promises, covenants, undertakings, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### 1. ASSIGNMENT

(a) Assignment. Subject to Assignor's Retained Rights under Section 2(a) below, Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title, and interest in and to the Trademarks, together with the goodwill associated with and symbolized by the Trademarks, including, without limitation, any registrations and applications therefore, 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, now or hereafter in effect, 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 Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made (the "Assignment").

(b) Recordal of Assignment. Assignor hereby consents to the filing of this Agreement with the U.S. Patent and Trademark Office for purposes of recording Assignee as the assignee and owner of the Trademarks.

(c) Further Documents. Assignor shall take all further actions, and provide to Assignee, and to Assignee's successors, assigns, or other legal representatives, all such cooperation and assistance reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including the execution of any further documents that may be necessary in order to effectuate this Assignment, at Assignee's expense.

## 2. ASSIGNOR'S RETAINED RIGHTS

(a) Retained Rights. Notwithstanding the Assignment in Section 1(a) above, Assignor hereby retains the right to use and exploit the Trademarks throughout the Territory (hereinafter defined) during the Term (hereinafter defined) (the "Retained Rights").

(b) Territory. The Territory of the Retained Rights shall be:

- (i) The St. Louis, Missouri Metropolitan Area, defined as all geographic area within a 100-mile radius of SGI's office at 6717 Waldemar, St. Louis, Missouri;
- (ii) The Kansas City, Missouri Metropolitan Area, defined as all geographic area within a 100-mile radius of SGI's office at 8030 Flint Street, Lenexa, Kansas;
- (iii) The Columbia, Missouri Metropolitan Area, defined as all geographic area within a 100-mile radius of SGI's office at 2511 Broadway Bluffs, Columbia, Missouri; and
- (iv) On a non-exclusive basis, elsewhere within Missouri, Kansas and Illinois.

Provided, however, notwithstanding anything contained herein to the contrary, use of the Trademarks in advertisements (whether in print, electronic, dealer listings, television or radio advertisements or any other form) that are intended by Assignor (or third party advertising or other firms engaged by Assignor) for dissemination on behalf of Assignor in its routine business within the Territory, but that are disseminated by third parties or accessible outside of the Territory (e.g., the St. Louis Cardinals radio station network or other such incidental use), shall not constitute use by Assignor outside the Territory.

(c) Quality Control. In order to preserve the reputation and integrity of the Trademarks, Assignor agrees that its use of the Trademarks will meet the same standards of quality that were met by Assignor prior to the Effective Date, which Assignee acknowledges is and shall remain throughout the Term an acceptable level of quality. Assignor agrees that its use of the Trademarks pursuant to the Retained Rights shall inure to the benefit of Assignee and that Assignor shall not, at any time, acquire or represent that it has any rights in the Trademarks by virtue of any use it may make of the Trademarks, other than as contemplated by this Agreement.

Assignor shall not, at any time, challenge the Assignee's ownership of or the validity of the Trademarks.

(d) Term. Assignor's Retained Rights shall commence on the Effective Date and shall continue for a period of five (5) years (the "Term"), unless sooner revoked as provided in Section 2(e) herein. In the event the Parties wish to extend the Term of Assignor's Retained Rights, such extension must be mutually agreed upon in writing by both Parties.

(e) Revocation. Assignee may revoke Assignor's Retained Rights upon ninety (90) days' written notice to Assignor following a Material Breach (as such term is defined below) of this Agreement by Assignor (the "Notice Period"), unless (i) such Material Breach is cured to the reasonable satisfaction of Assignee within the Notice Period, or (ii) a plan to remedy such Material Breach is submitted to Assignee in writing within the Notice Period and approved by Assignee (such approval not to be unreasonably withheld or delayed) within ten (10) days of submission (the "Approval Period"). In the event that Assignee does not respond within the Approval Period, such failure to respond shall be deemed an approval. For purposes of this Agreement, "Material Breach" shall mean either (i) the failure of Assignor to comply with the quality control provisions described in Section 2(c) above; (ii) Assignor's use of the Trademarks other than in accordance with the Retained Rights described in Section 2(a) above; or (iii) Assignor's use of the Trademarks outside of the Territory as set forth in Section 2(b) above.

(f) Effect of Revocation or Expiration. Upon revocation of the Retained Rights or expiration of the Term, Assignor may still use the Trademarks solely for purposes of phasing it out and introducing a new name to the existing customer base. (For purposes of example and not limitation, Assignor may use the DATAMAX Trademark on machine tags already in the market prior to the effective date of revocation or expiration until such machines are traded in. Further, Assignor may continue to use the DATAMAX Trademark as part of a phone listing until such business is generally transitioned as contemplated herein.)

(g) Trademark Maintenance. During the Term of this Agreement, Assignee agrees to make all filings with the United States Patent and Trademark Office that are necessary for purposes of maintaining the active status of the Trademarks, at Assignee's expense, and Assignor agrees to execute all documents reasonably necessary as requested by Assignee to effect further registration of, maintenance, and renewal of the Trademark, if applicable.

(h) Infringement. In the event that Assignor learns of any infringement or imitation of the Trademarks or of any use by any person of a trademark similar to the Trademarks, it shall promptly notify Assignee thereof. Assignee thereupon shall take such action as it deems advisable for the protection of its rights in and to the Trademarks, and, if requested to do so, Assignor shall cooperate with Assignee in all reasonable respects at Assignee's sole expense including, without limitation, by being plaintiff or co-plaintiff and by causing its officers to execute pleadings and other necessary documentation. In no event, however, shall Assignee be required to take any action if it deems it inadvisable to do so. If Assignee fails to take any such action, Assignor shall have the right to do so, at Assignor's sole cost and expense, but subject to Assignee's prior written consent, which shall not be unreasonably withheld. Unless Assignee fails to take any such action, any monetary recoveries that result from any action against an infringing party recovered by reason of a judgment or settlement (other than reasonable expenses

incurred by Assignor) shall be the exclusive property of Assignee, whether or not such damages or other monetary relief, or any part thereof, represent or are intended to represent injury sustained by Assignor hereunder. Should Assignee fail to take any action with respect to an alleged infringement of the Trademarks, any monetary recoveries emanating from an action brought by Assignor shall be the exclusive property of Assignor.

### 3. NOTICES

- (a) Any notice required by this Agreement shall be given as follows:

If to Assignor:

Sumner Group, Inc.  
Attn: Edmund Sumner  
6691 Manchester Ave  
St. Louis, MO 63139

If to Assignee:

Datamax, Inc.  
Attn: Steven P. Sumner  
2121 Hampton Ave  
St. Louis, MO 63139

or to such other person(s) and/or address(es) as the party to be noticed shall hereafter designate to the other party in writing.

- (b) All notices or other communications required to be sent to either party shall be in writing and sent by Registered or Certified Mail, postage prepaid, return-receipt requested, or by a nationally recognized overnight delivery service, charges prepaid.

### 4. GENERAL

(a) Assignability of Rights. Assignor may not assign its rights or obligations under this Agreement, including without limitation, the Retained Rights, without the prior written consent of Assignee. Assignee may assign ownership of the Trademarks coupled with its rights and obligations under this Agreement to any third party in its sole discretion and may further grant a security interest in the Trademarks to a third party in its sole discretion, provided that such assignment or granting of a security interest does not interfere with Assignor's rights under the Agreement, including without limitation, the Retained Rights or Assignor's rights and benefits under the Separation. Assignee shall provide thirty (30) days' written notice of any such assignment or grant of security notice to Assignor. All terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the permitted successors and assigns of the Parties.

(b) Indemnification. Assignee will indemnify, defend, and hold Assignor harmless from any claims, suits, loss, and/or damage (including reasonable attorneys' fees) arising from the use of the Trademarks in accordance with the Retained Rights and any breach of any obligation by Assignee under this Agreement. Assignor will indemnify, defend, and hold Assignee harmless from any claims, suits, loss, and/or damage (including reasonable attorneys' fees) arising from any use of the Trademarks that is outside of the Retained Rights and any breach of any obligation of Assignor under this Agreement. These indemnification obligations shall survive any termination or expiration of this Agreement.

(c) Limitation of Liability. Except with respect to the indemnification obligations contained herein, or to the extent arising out of an intentional breach of this Agreement or the willful misconduct or gross negligence of either Party, no Party, or any of its respective directors, officers, shareholders, employees, agents, affiliates or successors or assigns shall be liable, whether in contract, tort (including negligence and strict liability) or otherwise, for any special, punitive, indirect, incidental or consequential damages whatsoever which in any way arise out of, relate to or are a consequence of, the performance or nonperformance by such Party hereunder including with respect to loss of profits or business interruptions.

(d) Governing Law. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to any conflict of laws principles. In any action between the Parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement: (i) each Party irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of each of (A) the state courts located in St. Louis County, Missouri, and (B) the United States District Court for the Eastern District of Missouri; (ii) each Party irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid; and (iii) each Party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby. The prevailing Party in any litigation in connection with this Agreement may recover attorneys' fees and litigation costs incurred in prosecuting or defending such litigation from the non-prevailing party.

(e) Waiver. No waiver by either Party of a breach or a default hereunder shall be deemed a waiver by such Party of a subsequent breach or default of a like or similar nature, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any such rights.

(f) Integration and Severability. This Agreement supersedes any and all prior agreements, and it embodies the entire Agreement of the Parties hereto relating to the subject matter hereof. Any changes or modifications to this Agreement shall be in writing, executed by all of the Parties hereto, and any attempt at oral modification of this Agreement, or through writing signed by only one (1) Party, shall be void. If any of the provisions of this Agreement are void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

(g) Execution. This Agreement may be executed in multiple, identical counterparts, each of which shall be deemed an original and together deemed the entire Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SUMNER GROUP, INC.

By:

Name: EDMUND C SUMNER

Title: PRESIDENT

DATAMAX INC. d/b/a DMXINC



By:

Name: STEVEN P SUMNER

Title: PRESIDENT



**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>STATUS</u></b>	<b><u>REGISTRATION / SERIAL NUMBER</u></b>	<b><u>REGISTRATION / FILING DATE</u></b>
CLIENTCONNECT CENTER	Registered	3,528,480	11/7/2008
CLOUDCARE	Pending	85/779,565	11/14/2012
CLOUDWISE	Registered	4,145,894	5/22/2012
COLORPAC	Registered	2,133,018	1/27/1998
CONNECTPAC	Registered	1,932,290	10/31/1995
	Registered	2,628,163	10/1/2002
DATAMAX	Registered	2,425,240	1/30/2001
DATAMAX LEAST- COST PRINTING (DLCP)	Registered	3,187,389	12/19/2006
DATAMAX METERREMINDER	Registered	3,554,815	12/30/2008
DATAMAX MICRO	Registered	2,969,396	7/19/2005
DATAMAX OFFICE SYSTEMS	Registered	1,638,689	3/19/1991
	Registered	1,677,139	2/25/1992
DATAMAX SOLUTION SERIES	Registered	2,031,200	1/14/1997
DATAMAX TECHNOLOGY ALIGNMENT	Registered	3,074,007	3/28/2006

PROCESS DTAP			
DATAMAX TECHNOLOGY MANAGEMENT ALLIANCE DTMA	Registered	3,074,008	3/28/2006
DOCUBLOCK	Registered	2,591,545	7/9/2002
DOCUSTRESS	Registered	3,215,306	3/6/2007
FAXPAC	Registered	2,053,487	4/15/1997
MAXIMIZER LEARNING	Registered	3,187,414	12/19/2006
MAXPAC	Registered	1,667,859	12/10/2011
PRINTERPAC	Registered	2,086,588	8/5/1997
SERVERPAC	Registered	2,835,853	4/27/2004
TECHCARE	Registered	3,724,315	12/15/2009
TECHNOLOGY ADVOCATE	Registered	3,047,800	1/24/2006
TECHPAC	Registered	2,540,453	2/19/2002
TECHVIEW	Registered	3,634,067	6/9/2009
THOUGHT. PROCESS.	Registered	3,534,862	11/18/2008
UNITING TECHNOLOGY. EMPOWERING PEOPLE.	Registered	2,697,318	3/18/2003