

## 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
Clarity Imaging Technologies, Inc.		08/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Turbon America, Inc.		
Street Address:	4350 Haddonfield Road, Suite 300		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85902948	CRADLE TO GRAVE	
Registration Number:	3383526	CRADLE TO GRAVE	
Registration Number:	2324974	PAGEMAX	
Registration Number:	4302170	MPS=MANAGED PRINT SAVINGS	
Registration Number:	3195207	PAGEMAX PRINT MORE FOR LESS	
Registration Number:	4276626	TO OUR CUSTOMERS MPS MEANS MANAGED PRINT	
Registration Number:	4272982	MPS MEANS MANAGED PRINT SAVINGS	
CORRESPONDENCE DATA			
Fax Number:	2127986383		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-0892		
Email:	enormandin@pryorcashman.com		
Correspondent Name:	Edward C. Normandin		
Address Line 1:	7 Times Square, 38th Floor		
Address Line 4:	New York, NEW YORK 10036		

CH \$190.00 85902948

ATTORNEY DOCKET NUMBER:	12216.00027
NAME OF SUBMITTER:	Ryan S. Osterweil
Signature:	/Ryan S. Osterweil/
Date:	09/16/2013
Total Attachments: 6 source=Executed Trademark Assignment#page1.tif source=Executed Trademark Assignment#page2.tif source=Executed Trademark Assignment#page3.tif source=Executed Trademark Assignment#page4.tif source=Executed Trademark Assignment#page5.tif source=Executed Trademark Assignment#page6.tif	

### **Trademark Assignment**

This trademark assignment (this "Assignment") is entered into as of this 30th day of August, 2013 (the "Effective Date") by and between Clarity Imaging Technologies, Inc., a Delaware corporation ("Assignor"), and Turbon America, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of August 6, 2013 by and between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

#### **WITNESSETH:**

**WHEREAS**, Assignor and Assignee are parties to the Asset Purchase Agreement;

**WHEREAS**, the Asset Purchase Agreement provides for, among other things, the transfer and sale to Assignee of certain assets, properties and rights of Assignor pertaining to the Business, all as more fully described in the Asset Purchase Agreement, and including the Intellectual Property of Assignor included within the Acquired Assets, for consideration in the amount and on the terms and conditions provided in the Asset Purchase Agreement; and

**WHEREAS**, Assignor desires to carry out the intent and purpose of the Asset Purchase Agreement by executing and delivering to Assignee, in addition to such other instruments as Assignee shall have otherwise received or may hereafter reasonably require, this Assignment.

**NOW, THEREFORE**, in consideration of the premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably assigns to Assignee:
  - (a) the entire right, title, and interest, everywhere in the world, to:
    - (i) the trademarks, trademark applications and trademark registrations (including foreign counterparts therefor made under any existing or future international, bi-lateral or multi-lateral trademark conventions, agreements or treaties) set forth in Exhibit 1 attached hereto;
    - (ii) all of the goodwill of the business symbolized by, or otherwise associated with, the trademarks and registrations set forth in subsection (a)(i) above; and
    - (iii) any and all instruments of assignment and/or other instruments pursuant to which the Assignor became vested with ownership to the trademarks and registrations set forth in subsection (a)(i) above,

(all of the foregoing in this subsection (A)(1), collectively, the “Assigned Marks”);

(b) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Marks based on activities occurring prior to the Effective Date hereof or hereafter; and

(c) any current or future right to receive royalties based on any of the foregoing.

2. Further Assurances. Assignor hereby agrees upon the request (and at the expense) of Assignee (or its successors, assigns or legal representatives) to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor’s name to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings and otherwise take any action, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor’s obligations hereunder in connection with securing, perfecting, enforcing and defending the Assigned Marks and Assignee’s rights related to this Assignment, and in furtherance of the foregoing Assignor hereby appoints Assignee as Assignor’s agent and attorney in fact for, and grants to Assignee a power-of-attorney with full power of substitution, to execute, deliver and file any documents, and perform any acts, Assignee would otherwise lawfully be obligated to execute, deliver, file or perform pursuant to this sub-section (B), with the same legal force and effect as if executed, delivered, filed or performed by Assignor, and such power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignments.

*[remainder of page intentionally left blank; signature page follows]*


For Assignor:

Notary Seal:

Clarity Imaging Technologies, Inc.

By:   
 Name: Peter P. Corritori, Jr.  
 Title: President and Chief Executive Officer

Date: August 30, 2013

  
 ROSEANN D. SMITH  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES MAY 11, 2017

For Assignee:

Notary Seal:

Turbon America, Inc.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Assignor:**

**Notary Seal:**

**Clarity Imaging Technologies, Inc.**

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

Name:


Title:

Date: \_\_\_\_\_

**For Assignee:**

**Notary Seal:**

**Turbon America, Inc.**

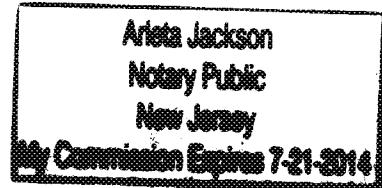
By: 

Name: Alex C. Drueck

Title: President

Date: AUGUST 26, 2013

*Arieta Jackson*  
*8/26/2013*



[Trademark Assignment Signature Page]

**Exhibit 1**  
**to**  
**Trademark Assignment**

<b>Type</b>	<b>Country</b>	<b>Item</b>	<b>Owned or Licensed</b>
Pending Trademark	United States	CRADLE TO GRAVE No. 85902948	Owned
Registered Trademark	United States	CRADLE TO GRAVE No. 3,383,526	Owned
Registered Trademark	United States	PAGEMAX No. 2,324,974	Owned
Registered Trademark	United States	MPS=MANAGED PRINT SAVINGS No. 4,302,170	Owned
Registered Trademark	United States	PAGEMAX, PRINT MORE FOR LESS and design No. 3,195,207	Owned
Registered Trademark	United States	TO OUR CUSTOMERS MPS MEANS MANAGED PRINT SAVINGS No. 4,276,626	Owned
Registered Trademark	United States	MPS MEANS MANAGED PRINT SAVINGS No. 4,272,982	Owned
Registered Trademark	Mexico	PAGEMAX No. 782286	Owned
Registered Trademark	Australia	PAGEMAX No. 942854	Owned
Pending Trademark (Scheduled to be registered on 11/8/13, assuming no opposition)	Australia	MPS=MANAGED PRINT SAVINGS Pending/Accepted No. 1498757	Owned
Registered Trademark	New Zealand	PAGEMAX No. 673824	Owned
Registered Trademark	New Zealand	MPS=MANAGED PRINT SAVINGS No. 954831	Owned
Registered Trademark	European Union	PAGEMAX No. 1049139	Owned
Registered Trademark	European Union	MPS=MANAGED PRINT SAVINGS	Owned

Type	Country	Item	Owned or Licensed
		No. 1117631	
Pending Trademark	United States	CRADLE TO GRAVE No. 85902948	Owned
Registered Trademark	United States	CRADLE TO GRAVE No. 3,383,526	Owned
Registered Trademark	United States	PAGEMAX No. 2,324,974	Owned
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