

## 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
Fuel Digital, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	coloredge Americas, Inc.		
Street Address:	132 W. 31st Street		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851397	FUEL DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	2125453309		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.592.1576		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	16152-0002		
NAME OF SUBMITTER:	Robert S. Broder		

CH \$40.00 2851397

Signature:	/rsb/
Date:	12/12/2013
<b>Total Attachments: 6</b> source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page1.tif source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page2.tif source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page3.tif source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page4.tif source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page5.tif source=6. Trademark Assignment Agreement - Fuel Digital, LLC to coloredge Americas, Inc. 11-27-2013#page6.tif	

## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Assignment") is made on this 27th day of November, 2013, between Fuel Digital, LLC, a Delaware limited liability company ("Assignor"), and coloredge Americas, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks listed on the attached Schedule A, the application and registration therefor, and the common law rights therein, as well as the goodwill associated with the business symbolized by the Transferred Trademarks (collectively, the "Marks");

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's rights in and to the Marks; and

**WHEREAS**, this Assignment may be recorded by Assignee in its sole discretion as it deems appropriate with the applicable governmental office or administrative agency.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title, interest in and to the Marks, including the right to sue for and receive all damages from past and future infringements of the Marks; and

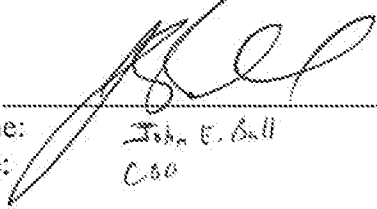
Said Marks to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the terms for which said trademarks may be granted, including any renewals thereof, as fully and entirely as the same would have been held by the undersigned Assignor had this assignment and sale not been made; and for the aforesaid consideration Assignor hereby covenants, agrees and undertakes to execute, whenever requested in writing by the above-named Assignee, all trademarks registrations, assignments, lawful oaths and any other papers which are reasonably necessary or desirable for securing to Assignee or for maintaining for Assignee all the trademarks hereby assigned, at the sole cost and expense of Assignee.

The interpretation and performance of this Assignment shall be governed by and in accordance with the laws of the State of New York without regard to such State's conflicts of law principles (other than Section 5-1401 of the General Obligations Law of the State of New York).

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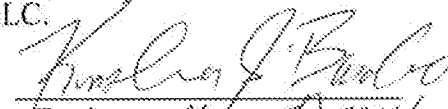
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first above written.

FUEL DIGITAL, LLC

By:   
Name: John E. Bell  
Title: CEO

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 5<sup>th</sup> day of December, 2013, before me, a Notary Public in and for the State and County above, personally appeared John E. Bell, known by me to be the person above named and an officer of Fuel Digital, LLC, who is duly authorized to execute this Assignment on behalf of Fuel Digital, LLC, and who signed and executed the foregoing instrument on behalf of Fuel Digital, LLC.

Notary Public:   
My Commission Expires: May 06, 2014

KRISHNA S. BASDEO  
NOTARY PUBLIC, State of New York  
No. 075A0041462  
Qualified in New York County  
Commission Expires May 06, 2014

[Trademark Assignment Agreement]

TRADEMARK  
REEL: 005172 FRAME: 0354

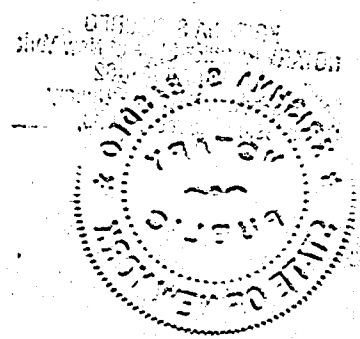
STATE OF TEXAS  
COUNTY OF [illegible]

[Handwritten signature]

STATE OF TEXAS  
COUNTY OF [illegible]

[Faint, illegible text]

[Faint, illegible text]



IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first above written.

COLOREDGE AMERICAS, INC.

By: [Signature]  
Name: John E. Ball  
Title: COO

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 5<sup>th</sup> day of December, 2013, before me, a Notary Public in and for the State and County above, personally appeared John E. Ball, known by me to be the person above named and an officer of coloredge Americas, Inc., who is duly authorized to execute this Assignment on behalf of coloredge Americas, Inc., and who signed and executed the foregoing instrument on behalf of coloredge Americas, Inc.

Notary Public: [Signature]  
My Commission Expires: May 08, 2014

KRISHNA S. BASDEO  
NOTARY PUBLIC, State of New York  
No. 01BAG011402  
Qualified in New York County  
Commission Expires May 08, 2014

{Trademark Assignment Agreement}

THE UNITED STATES OF AMERICA

OFFICE OF THE ATTORNEY GENERAL

*[Handwritten signature]*


STATE OF NEW YORK  
OFFICE OF NEW YORK

On this day of the month of the year 1900, I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the office of the Attorney General of the State of New York.

*[Faint handwritten signature]*



**SCHEDULE A**

Mark	Reg/SN	Goods/Services
 The logo features the word "FUEL" in a large, bold, black sans-serif font. To the right of "FUEL", there is a stylized graphic of a fuel nozzle or a similar mechanical part. Below this graphic, the word "DIGITAL" is written in a smaller, black, sans-serif font.	2851397	Photographs; photograph croppers; and photographic prints – IC 16  Digital enhancement of photographs; digital restoration and/or enhancement of photographs; electronic digitizing of photographs into a computer readable media; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images; photographic computer imaging; photographic enlarging, photographic printing; photographic reproduction; and photographic retouching – IC 40.