

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
International Business Machines Corporation AKA IBM		12/24/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	UNICOM Systems, Inc.
Street Address:	15535 San Fernando Mission Boulevard
Internal Address:	UNICOM PLAZA, Suite 310
City:	Mission Hills
State/Country:	CALIFORNIA
Postal Code:	91345
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	74066032	POWERHOUSE
Serial Number:	74066602	POWERHOUSE
Serial Number:	74441413	AXIANT

CORRESPONDENCE DATA	
Fax Number:	8188380776
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8188380606
Email:	joseph.gauthier@unicomglobal.com
Correspondent Name:	Joseph Timothy Gauthier, Esq.
Address Line 1:	15535 San Fernando Mission Boulevard
Address Line 2:	UNICOM PLAZA, Suite 310
Address Line 4:	Mission Hills, CALIFORNIA 91345

NAME OF SUBMITTER:	Joseph Timothy Gauthier, Esq.
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OP \$90.00 74066032

Signature:	/Joseph Timothy Gauthier/
Date:	01/27/2014
Total Attachments: 10 source=ibm 20140123 complete TAA with signatures#page1.tif source=ibm 20140123 complete TAA with signatures#page2.tif source=ibm 20140123 complete TAA with signatures#page3.tif source=ibm 20140123 complete TAA with signatures#page4.tif source=ibm 20140123 complete TAA with signatures#page5.tif source=ibm 20140123 complete TAA with signatures#page6.tif source=ibm 20140123 complete TAA with signatures#page7.tif source=ibm 20140123 complete TAA with signatures#page8.tif source=ibm 20140123 complete TAA with signatures#page9.tif source=ibm 20140123 complete TAA with signatures#page10.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), effective as of the Closing Date, is by and between International Business Machines Corporation, a New York corporation located at New Orchard Road, Armonk, New York 10504-1785 (“Assignor” or “Seller”) and UNICOM Systems, Inc., (“Assignee”), a California corporation located at 15535 San Fernando Mission Boulevard, Mission Hills, California, 91345 (each individually referred to herein as “Party” and collectively as “Parties”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (“APA”), effective as of December 24, 2013, pursuant to which Assignor has agreed to convey certain assets and liabilities relating to the Assigned Materials as defined in the Intellectual Property Agreement (hereinafter “Assigned Materials”) to Assignee;

WHEREAS, the APA contemplates an assignment of the trademarks associated with the Assigned Materials to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants contained herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

1.1 Each capitalized term that is not defined herein shall have the meaning assigned thereto in the APA.

1.2 To the extent that the definitions and terms used herein are inconsistent with corresponding definitions in the APA, the definitions and terms contained herein shall control and be used for purposes of this Agreement.

1.3 “Assigned Marks” as used herein shall mean the Seller Trademarks.

1.4 “Seller Trademarks” shall mean only those trademarks and service marks identified in the registrations listed on Exhibit A hereto used in connection with the goods and services identified in said registrations, including any applicable foreign counterparts, and the goodwill of the business pertaining to such registrations, used by Assignor as of or prior to the Closing Date, that are primarily used in connection with the Assigned Materials.

II. ASSIGNMENT

2.1 As of the Closing Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all worldwide right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks in all jurisdictions where Assignor has rights, together with the associated goodwill of the business symbolized thereby (alone, apart from, and not including the goodwill symbolized by any other mark or logo, including the “*IBM*” mark or logo) and with all benefits of the registrations therefor.

2.2 As of the Closing Date, Assignor assigns to, and Assignee shall have, all benefits, privileges, causes of actions, claims and remedies arising out of or relating to the Assigned Marks, the exploitation thereof, and the use or ownership of any of the Assigned Marks after the Closing Date including the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future infringements of the Assigned Marks or other violations of any rights in the Assigned Marks occurring after the Closing Date; and to settle and retain proceeds from any such action except as prohibited by law.

2.3 As of the Closing Date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including by way of example only and not limitation all costs, taxes, fees, expenses, including legal fees, and responsibilities and obligations in all jurisdictions relating to, concerning, or arising from (i) the transfer, use,

ownership, or maintenance of the Assigned Marks by Assignee; (ii) any claim or action against Assignee relating to or arising out of its ownership, maintenance or use of any of the Assigned Marks that accrue after the Closing Date; (iii) the preparation, filing and recordal of any assignments or transfer documents for any of the Assigned Marks; (iv) maintaining, defending, enforcing and litigating any rights in or to the Assigned Marks; and (v) registering, renewing or maintaining any trademark registrations for the Assigned Marks.

2.4 Notwithstanding this assignment or the Intellectual Property Agreement between the Parties dated as of the Effective Date, nothing herein shall prevent Assignor from using the Assigned Marks outside the scope of the Assigned Materials save and except for the same usage that Seller had for the Assigned Marks in association with the Divested Products prior to the Closing Date, or from using the Assigned Marks in respect of the Assigned Materials as permitted by applicable law.

2.5 Nothing contained in this Agreement shall give Assignee any rights in or to any mark, model number, or trade dress not specifically conveyed under this Agreement.

III. PAYMENT

3.1 Consideration for the assignment to Assignee under this Agreement is included in the Purchase Price provided under the APA.

3.2 Upon confirmation of Assignee's payment of the Purchase Price set forth in section 3.1 above, Assignor shall transfer the Assigned Marks to Assignee in accordance with this Agreement.

IV. ADDITIONAL DOCUMENTS

4.1 This Agreement shall automatically be binding on Assignor and Assignee as of the Closing Date.

4.2 Upon request from Assignee, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully and reasonably may request from time to time, to perfect and vest title in the Assigned Marks in Assignee. It is the sole responsibility of Assignee to prepare and record instruments of assignment or transfer for any of the Assigned Marks.

4.3 Assignor agrees to execute any necessary confirmatory assignment acknowledging that it transferred whatever rights it has in the Assigned Marks to Assignee for recordal at any relevant Trademark Office. Assignee shall bear all costs, expenses and responsibility for determining what confirmatory assignments are necessary, preparing such confirmatory assignments, and filing the same, and shall be responsible for any Trademark Office fees or other fees, costs, taxes or expenses associated with any confirmatory assignments.

V CONSENT

5.1 Effective as of the Closing Date, Assignee irrevocably consents to the use by Assignor, its Affiliates and business partners, on a worldwide, non-exclusive basis, of the Seller Trademarks to the extent necessary to provide repair, replacement, maintenance and support under Retained Customer Contracts, in tangible, intangible, permanent, or transient form.

VI MISCELLANEOUS

6.1 The Parties waive any rule of construction that would require any of the terms of this Agreement to be interpreted adversely to the drafting party. If the terms of this Agreement conflict with the terms of any other Operative Agreements between the Parties with respect to the subject matter hereof, then the terms of this Agreement shall control.

6.2 The Parties acknowledge that it may be necessary to modify Exhibit A hereto in order to complete, correct or make such Exhibit consistent with the Parties' understanding and intention that only the rights, title, and interest in and to those trademarks, common law trademarks used by Assignor and that are primarily related to and used in connection with the Assigned Materials as of the Closing Date are to be assigned to Assignee by Assignor hereunder. Should it be brought to either Party's attention that a modification to Exhibit A hereto is required either because a mark or other designation was not assigned or was inadvertently assigned, the party requesting the modification must make a written request within eighteen (18) months of the Closing Date and Exhibit A may be modified upon mutual agreement of the Parties. Notices concerning modification requests shall be sent, on behalf of Assignor to Trademark Counsel, IBM Corp., 1 North Castle Drive, Armonk, NY 10504-1785, and on behalf of Assignee to Gerard Kilroy, Esq., General Counsel, Vice-President of Business Development, UNICOM Systems, Inc., 15535 San Fernando Mission Bl., Mission Hills, CA 91345. The Parties shall execute all documents necessary to effectuate the agreed-to modifications.

6.3 Rights and obligations that are subject to national trademark rights will be construed under the applicable trademark laws of the United States of America.

6.4 Nothing in this Agreement shall be deemed to create, either express or implied, the power of any Party to bind the other and nothing herein shall create a partnership or joint venture between the Parties hereto. Neither Party shall be bound by the actions of the other, shall be liable for the debts of the other, or shall have the right to share in the profits of the other, as a result of anything contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

International Business Machines Corporation

By: _____

Name: Mark S. Peterson

Title: Director of Finance, Intellectual Property

Dated: 24 DEC 2013

UNICOM Systems, Inc.

By: _____

Name: Corry Hong

Title: CEO and President

Dated: _____

Trademark Assignment Agreement Signature Page

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International Business Machines Corporation

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UNICOM Systems, Inc.

By: Corry Hong

Name: Corry Hong

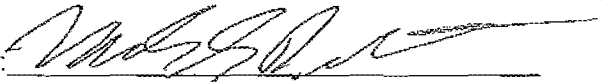
Title: CEO and President

Dated: 12/24/2013

Trademark Assignment Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

International Business Machines Corporation

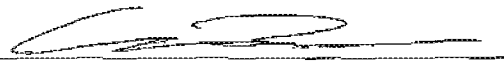
By: 

Name: Mark S. Peterson

Title: Director of Finance, Intellectual Property

Dated: 24 DEC 2013

UNICOM Systems, Inc.

By: 

Name: Corry Hong

Title: CEO and President

Dated: 24 DECEMBER 2013

Trademark Assignment Agreement Signature Page

TRADEMARK
REEL: 005201 FRAME: 0942

Exhibit A

Seller Trademarks

Jurisdiction	Registration Num	Classes
AXIANT		
Benelux Jurisdiction	540112	9,16
Canada	438150	
France	93487097	9,16,28
Germany	2 070 765	9,16
Japan	4048113	9
Japan	4027864	16
Mexico	496867	42
Sweden	265527	9,16,42
United States of America	1901508	9,16
POWERHOUSE		
Argentina	1979424	9
Argentina	1979423	16
Australia	426434	9
Australia	626116	42
Australia	426435	16
Benelux Jurisdiction	426755	9,16,42
Brazil	813723388	16
Brazil	813723361	9
Canada	282559	
Chile	761486	9,16
Colombia	128793	9
Colombia	127415	16
CTM	003 782 299	9,16,41,42
Denmark	VR 1988 00371	9,16,42
Finland	102700	9,16,42
France	1292887	9,16,42
Germany	1103816	9,16,41,42
Hong Kong	1988B4085AA	9,16
Indonesia	IDM000011118	16
Indonesia	IDM000036948	9
Japan	2180995	9
Japan	2094562	16
Mexico	352625	1,6,8,9,11,12,14,16
Mexico	352626	16
New Zealand	158896	16
New Zealand	158895	9
Norway	127146	9,16
Republic of Korea	139816	52
Republic of Korea	152095	39
Russian Federation	198807	9
Singapore	T8903112F	9
Singapore	T89/03111H	16
South Africa	97/03684	9

South Africa	1997/03685	41
South Africa	1997/03686	42
Sweden	211103	9,16,42
Switzerland	376166	9
Taiwan	577990	9
United Kingdom	1199132	9
United Kingdom	1199133	16
United States of America	1754928	9,41
United States of America	1739730	16
Venezuela	F133253	38
POWERHOUSE Design		
Spain	1167552	16
Spain	2806123	9,16