

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syncsort Incorporated		10/03/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	DPX Corp.		
Street Address:	50 Tice Blvd.		
Internal Address:	Suite 110		
City:	Woodcliff		
State/Country:	NEW JERSEY		
Postal Code:	07677		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74729469	BACKUP EXPRESS	
Serial Number:	77489938	BEX	
Serial Number:	77703472	BEX INSTANT VIRTUALIZATION	
Serial Number:	85824429	DPX	
Serial Number:	85824411	ECX	
Serial Number:	85801937	NSB	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	007312-01010		
NAME OF SUBMITTER:	Peter A. Sullivan		
SIGNATURE:	/Peter A. Sullivan/		
DATE SIGNED:	06/23/2014		

OP \$165.00 74729469

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment and Assumption Agreement**”) is made and entered into as of October 3, 2013, by and between Syncsort Incorporated, a New Jersey corporation (“**Assignor**”), and DPX Corp., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 3, 2013 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to the Assignee all of its rights to the Purchased Assets (as defined in the Purchase Agreement) and the Assignee has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein; and

WHEREAS, this Assignment and Assumption Agreement is contemplated by Section 3.02 of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Effective as of October 3, 2013 (the “**Effective Time**”), Assignor hereby assigns, sells, transfers and sets over (collectively, the “**Assignment**”) to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Purchased Assets, and all of Assignor's burdens, obligations and liabilities in connection with each of the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Purchased Assets and Assumed Liabilities. Assignee expressly understands and agrees that it is not assuming hereunder any Excluded Assets. Assignor expressly acknowledges and agrees that Assignee is not assuming hereunder any Excluded Liabilities.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full

extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Governing Law.** This Assignment and Assumption Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

5. **Descriptive Headings.** The descriptive headings of the several sections of this Assignment and Assumption Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

6. **Counterparts.** For the convenience of the parties, any number of counterparts of this Assignment and Assumption Agreement may be executed by any one or more parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, each party hereto has caused this Assignment and Assumption Agreement to be signed in its name by its representative thereunto duly authorized on the date first above written.

ASSIGNOR:

SYNCSORT INCORPORATED

By: *Lonne Jaffe*
Name: Lonne Jaffe
Title: Chief Executive Officer

ASSIGNEE:

DPX CORP.

By: _____
Name:
Title:

[Assignment and Assumption Agreement]

IN WITNESS WHEREOF, each party hereto has caused this Assignment and Assumption Agreement to be signed in its name by its representative thereunto duly authorized on the date first above written.


ASSIGNOR:

SYNCSORT INCORPORATED

By: _____
Name: Lonne Jaffe
Title: Chief Executive Officer

ASSIGNEE:

DPX CORP.

By:  _____
Name: Ken Berth
Title: President

[Assignment and Assumption Agreement]

TRADEMARK

REEL: 005307 FRAME: 0505

SYNCSORT INCORPORATED
DATA PROTECTION - TRADEMARK STATUS REPORT
AS OF July 15, 2013

Country/Goods	Trademark	Appl. No./Date	Regn. No./Date	Status
United States	BACKUP EXPRESS	747729,469 9/15/1995	2,070,604 6/10/1997	Registered Renewal Due: 6/10/2017
Computer software, namely a multi-platform backup utility. Class 9.				
European Community*	BEX	9071391 4/30/2010	9071391 2/23/2011	Registered Renewal Due: 4/30/2020
<p>Back-up utility protection computer software; computer software, namely, a multi-platform back-up utility used to back up electronic data; user manuals in electronic format sold as a unit with computer software or computer programs. Class 9.</p> <p>Education; providing of training; entertainment; sporting and cultural activities; educational, teaching and training services relating to computers, computer hardware, computer software and computer programs; providing conferences and seminars in the field of computers, computer hardware, computer software and computer programs; computer programs; consultation, advisory and information services related to all of the aforesaid services. Class 41.</p> <p>Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; computer services; leasing services in the fields of computers, computer hardware, computer software and computer programs; installation, maintenance, upgrade and repair of computer software and computer programs; computer programming; application service provider services; operational support services for computers, computer hardware, computer software and computer programs; consultancy, advisory and information services related to all of the aforesaid services. Class 42.</p> <p>*Countries covered: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia Spain, Sweden, United Kingdom.</p>				
United States	BEX	77/489,938 6/3/2008	3,854,263 9/28/2010	Registered Section 8&15 Due Between: 9/28/2015-2016 Renewal Due: 9/28/2020
Computer software, namely, a multi-platform backup utility, used to backup electronic data Class 9.				

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Country/Good	Trademark	Appl. No./Date	Reg. No./Date	Status
United States	BEX Instant Virtualization	77/703,472 3/31/2009	3,883,617 11/30/2010	Registered Section 8&15 Due Between: 11/30/2015-2016 Renewal Due: 11/30/2020
Computer software, namely, a multi-platform backup utility, used to back-up and recover electronic data. Class 9.				
Japan	DPX	2013-47640 6/20/2013		Pending Application awaiting examination by Japanese Patent Office.
Computer software, computer programs, electronic machines, apparatus and their parts. Class 9 Training and education services relating to computer software, computer programs and other general knowledge; arranging, conducting and organization of seminars. Class 41. Computer software design, computer programming or maintenance of computer software; customization of computer software. Class 42.				
United States	DPX	85/824,429 1/16/2013		Pending Application published June 11, 2013. No opposition filed. Registration imminent.
Computer software for data protection, namely, software for snapshot-based backup, recovery and disaster recovery software used to protect computer data. Class 9.				
Japan	ECX	2013-47641 6/20/2013		Pending Application awaiting examination by Japanese Patent Office.
Computer software, computer programs, electronic machines, apparatus and their parts. Class 9 Training and education services relating to computer software, computer programs and other general knowledge; arranging, conducting and organization of seminars. Class 41. Computer software design, computer programming or maintenance of computer software; customization of computer software. Class 42.				
United States	ECX	85/824,411 1/16/2013		Pending Application published June 11, 2013. No opposition filed. Registration imminent.
Computer software for electronic data used to index, search, analyze and organize data stored in a variety of formats located across local, remote and cloud environments, namely enterprise catalog software with multi-platform utility. Class 9.				
United States	NSB	85/801,937 12/13/2012	4,342,743 5/28/2013	Registered: Section 8&15 Due Between: 5/28/2018-2019 Renewal Due Date: 5/28/2023

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