

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wazana Brothers International, Inc., d/b/a Micro Solutions Enterprises		07/18/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MSE Technologies, LLC
Street Address:	2700 West Higgins Road, Suite 100
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60169
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2859961	CHOOSE QUALITY
Registration Number:	3954873	GOT TONER?
Registration Number:	3954884	MSE
Registration Number:	3957398	CHOOSE QUALITY
Registration Number:	4038034	ECO RE-ENGINEERING
Registration Number:	4041234	ADVANCED COLOR TECHNOLOGIES
Registration Number:	4048349	ECO RE-ENGINEERING
Registration Number:	4205138	INTELLIGENT RE-ENGINEERING
Registration Number:	4055517	INTELLIGENT RE-ENGINEERING
Registration Number:	4059176	SCS SECONDARY CLEANING SYSTEM
Registration Number:	4128257	MSE CHOOSE QUALITY
Registration Number:	4141594	MSE MICRO SOLUTIONS ENTERPRISES CHOOSE Q
Registration Number:	4202500	ISO 14001 GREEN INITIATIVES
Registration Number:	4202501	ISO 9001 QUALITY COMMITMENT
Registration Number:	4204579	MPS ENGINEERED
Registration Number:	4205972	ISO 14001 ENVIRONMENTAL COMMITMENT
Registration Number:	4205983	ISO 14001 ENVIRONMENTAL COMMITMENT
Registration Number:	4320786	GOT INK?
Registration Number:	4331290	ISO 9001 COMMITMENT TO QUALITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4331308	MICRO SOLUTIONS ENTERPRISES
Registration Number:	4331412	MSE MICRO SOLUTIONS ENTERPRISES
Registration Number:	4386807	MSE
Registration Number:	4409828	MSE
Registration Number:	4468666	MSE MICRO SOLUTIONS ENTERPRISES
Registration Number:	4520733	INTELLIGENT RE-ENGINEERING
Registration Number:	4166022	MPS ENGINEERED
Registration Number:	4094793	ADVANCED COLOR TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number:

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.

Email: ipdocket@clovertech.com

Correspondent Name: Mathew G. Gavronski

Address Line 1: Clover Technologies Group, LLC

Address Line 2: 2700 West Higgins Road

Address Line 4: Hoffman Estates, ILLINOIS 60169

NAME OF SUBMITTER:	Joan C. Ramm
SIGNATURE:	/Joan C. Ramm/
DATE SIGNED:	08/11/2014

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of July 18, 2014, is made by and between Wazana Brothers International, Inc., a California corporation d/b/a Micro Solutions Enterprises (“Seller”), located at 8201 Woodley Avenue, Van Nuys, California 91406, and MSE Technologies, LLC, a Delaware limited liability company (“Buyer”), located at 2700 West Higgins Road, Suite 100, Hoffman Estates, Illinois 60169.

A. Buyer, Seller, and certain other parties signatory thereto are parties to that certain Amended and Restated Purchase Agreement, dated as July 18, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office.

C. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Seller hereby desires to convey, transfer, and assign to Buyer all of Seller’s right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Buyer hereby desires accept from Seller all of Seller’s right, title, and interest in, to, and under all of the Assigned IP.

The parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

a. the patents and patent applications set forth on Schedule 1 hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Buyer’s own name (collectively, the “Patents”);

b. the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”); provided, that with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule 2 hereto, the transfer of such applications accompanies,

pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree 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. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

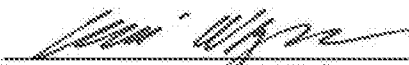
6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

The parties hereto are signing this IP Assignment as of the date first set forth above.

SELLER:

**WAZANA BROTHERS INTERNATIONAL,
INC.**

By: 
Name: Ali Wazana,
Title: C.E.O.

BUYER:

MSE TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

The parties hereto are signing this IP Assignment as of the date first set forth above.

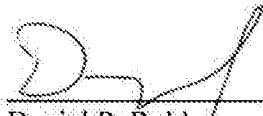
SELLER:

**WAZANA BROTHERS INTERNATIONAL,
INC.**

By: _____
Name: _____
Title: _____

BUYER:

MSE TECHNOLOGIES, LLC

By:  _____
Name: Daniel P. Ruhl
Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Jurisdiction</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Date of Patent</u>	<u>Date of Application</u>	<u>Registered Owner</u>
U.S.	14/214,540			3/14/2014	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	14/214,509			3/14/2014	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	14/214,461			3/14/2014	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/956,168			7/31/2013	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/939,042			7/10/2013	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/924,596			6/23/2013	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/733,838			1/3/2013	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/532,348			6/25/2012	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/413,984			3/7/2012	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/195,557	8,602,542	Dec. 10, 2013	8/1/2011	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	13/079,780			4/4/2011	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/788,474	8,494,407	July 23, 2013	5/27/2010	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/756,913	8,467,699	18-Jun-13	4/8/2010	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/753,748	8,369,740	5-Feb-13	4/2/2010	Wazana Brothers International d/b/a Micro Solutions Enterprises

<u>Jurisdiction</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Date of Patent</u>	<u>Date of Application</u>	<u>Registered Owner</u>
U.S.	12/721,192	7,903,996	Mar. 8, 2011	3/10/2010	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/702,441	8,509,649	Aug. 13, 2013	2/9/2010	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/618,757	8,152,946	Apr. 10, 2012	11/15/2009	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/479,628	7,693,448	Apr. 6, 2010	6/5/2009	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/368,959	8,011,771	Sep. 6, 2011	2/10/2009	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/168,552	7,796,917	Sep. 14, 2010	7/7/2008	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	12/046,326	8,041,271	Oct. 18, 2011	3/11/2008	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/959,994	7,747,189	Jun. 29, 2010	12/19/2007	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/926,089			10/28/2007	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/925,848	7,853,173	Dec. 14, 2010	10/27/2007	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/925,751	7,689,141	Mar. 30, 2010	10/27/2007	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/799,350	7,590,369	Sep. 15, 2009	5/1/2007	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/518,370	7,740,346	Jun. 22, 2010	9/8/2006	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	11/405,853	7,618,507	Nov. 17, 2009	4/18/2006	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/882,471	7,104,641	Sep. 12, 2006	7/1/2004	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/660,918	6,907,210	Jun. 14, 2005	9/13/2003	Wazana Brothers International d/b/a Micro Solutions Enterprises


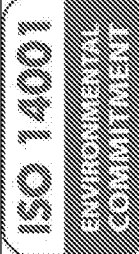
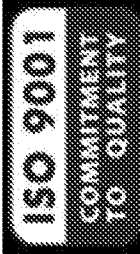

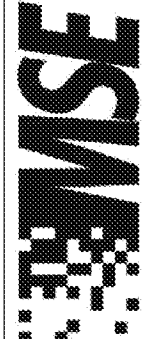
<u>Jurisdiction</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Date of Patent</u>	<u>Date of Application</u>	<u>Registered Owner</u>
U.S.	10/659,881	7,592,567	Sep. 22, 2009	9/11/2003	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/457,600	6,987,937	Jan. 17, 2006	6/9/2003	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/278,730	6,684,039	Jan. 27, 2004	10/22/2002	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/265,448	6,773,087	Aug. 10, 2004	10/7/2002	Wazana Brothers International d/b/a Micro Solutions Enterprises
U.S.	10/238,658	6,577,830	Jun. 10, 2003	9/9/2002	Wazana Brothers International d/b/a Micro Solutions Enterprises
EU	091557884			20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	091557918			20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	131627176			20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	091557959			20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	091557967	2230083	7 May 2014	20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	131643488			20 March 2009	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	101627396			12 May 2010	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
EU	04783713.3	1575735	November 14, 2012	November 9, 2004	Wazana Brothers International, Inc. D/B/A Micro Solutions Enterprises
U.S.	13/491,154			June 7, 2012	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises
U.S.	13/491,215			June 7, 2012	Wazana Brothers International Inc. d/b/a Micro Solutions Enterprises




SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Jurisdiction</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Registration / Application Date</u>	<u>Trademark/Trade-mark Application</u>
U.S.	Registered	2859961	July 6, 2004	CHOOSE QUALITY
U.S.	Registered	3954873	May 3, 2011	GOT TONER?
U.S.	Registered	3954884	February 15, 2011	MSE
U.S.	Registered	3957398	May 10, 2011	CHOOSE QUALITY
U.S.	Registered	4038034	October 11, 2011	ECO RE-ENGINEERING
U.S.	Registered	4041234	October 18, 2011	
U.S.	Registered	4048349	November 1, 2011	
U.S.	Registered	4205138	September 11, 2012	Intelligent Re-Engineering

<u>Jurisdiction</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Registration / Application Date</u>	<u>Trademark/Trademark Application</u>
U.S.	Registered	4055517	November 15, 2011	
U.S.	Registered	4059176	November 22, 2011	
U.S.	Registered	4128257	April 17, 2012	MSE Choose Quality
U.S.	Registered	4141594	May 15, 2012	
U.S.	Registered	4202500	September 4, 2012	
U.S.	Registered	4202501	September 4, 2012	
U.S.	Registered	4204579	September 11, 2012	

<u>Jurisdiction</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Registration / Application Date</u>	<u>Trademark/Trademark Application</u>
U.S.	Registered	4205972	September 11, 2012	
U.S.	Registered	4205983	September 11, 2012	
U.S.	Registered	4320786	April 16, 2013	Got Ink?
U.S.	Registered	4331290	May 7, 2013	
U.S.	Registered	4331308	May 7, 2013	Micro Solutions Enterprises
U.S.	Registered	4331412	May 7, 2013	
U.S.	Registered	4386807	August 20, 2013	

<u>Jurisdiction</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Registration / Application Date</u>	<u>Trademark/Trademark Application</u>
U.S.	Registered	4409828	October 1, 2013	
U.S.	Registered	4468666	January 21, 2014	 MICRO SOLUTIONS ENTERPRISE
U.S.	Registered	4520733	April 29, 2014	 Intelligent Re-Engineering
U.S.	Registered	4166022	June 26, 2012	MPS ENGINEERED
U.S.	Registered	4094793	February 8, 2012	ADVANCED COLOR TECHNOLOGIES