

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Printersdirect, LLC		07/10/2014	LIMITED LIABILITY COMPANY: GEORGIA
Genesis Holdings Group, LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GPS Holdings, LLC		
Street Address:	4857 W. Van Buren St.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4028121	PD	
Registration Number:	3991369	MPS READY	
Registration Number:	4181695	PRINTERSDIRECT	
Registration Number:	3106073	PRINTERSDIRECT	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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>			
Phone:	4803276652		
Email:	trademark@weissbrown.com		
Correspondent Name:	GPS Holdings, LLC		
Address Line 1:	c/o Weiss Brown, PLLC, Suite 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	1480.0004		
NAME OF SUBMITTER:	Gary Willert		
SIGNATURE:	/Gary Willert/		
DATE SIGNED:	08/14/2014		

CH \$115.00 4028121

Total Attachments: 6

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**ASSIGNMENT AND ASSUMPTION OF CONTRACTS,
LEASES AND INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LEASES AND INTELLECTUAL PROPERTY ("Assignment") is made as of the 10th day of July, 2014, by PRINTERSDIRECT, LLC, a Georgia limited liability company, and Genesis Holdings Group, LLC, a Delaware limited liability company (collectively, "Assignor"), and GPS HOLDINGS, LLC, a Wisconsin limited liability company ("Assignee").

WHEREAS, Assignor, Stephen Francis, Christian Pepper, Nicholas Barrow, Tangent MTW, Inc., a Canadian company, and Assignee, are parties to that certain Asset Purchase Agreement dated July 10, 2014 ("Asset Purchase Agreement");

WHEREAS, Assignor is party to those certain contracts and leases listed on Schedule 1.1(a) to the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title and interest in and to that certain Intellectual Property listed on Schedule 1.1(i) to the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition precedent to the obligations of the Assignee as set forth in Section 7.1(e) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the Purchase Price paid by Assignee to Assignor under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights and interest in all contracts and leases listed on Schedule 1.1(a) to the Asset Purchase Agreement. Assignor shall remain liable for all of Assignor's obligations under the contracts and leases accruing prior to the date hereof or as a result of the termination of any contract not assumed by Assignee.

2. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights, title and interest, including all registration rights and the goodwill associated with any trademarks, in all Intellectual Property listed on Schedule 1.1(i) to the Asset Purchase Agreement. Assignor hereby authorizes the Assignee to request, and agrees to cooperate with, any relevant government entity or agency as necessary to make Assignee the owner of record as to the entire right, title and interest in the Intellectual Property, for the sole use and enjoyment of the Assignee and its successors or assigns.

3. Assignor hereby further covenants and agrees that it will take such further actions as are necessary or desirable to transfer and assign the contracts, leases and Intellectual Property as described in this Assignment.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Nothing in this Assignment express or implied is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

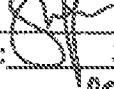
6. This Assignment may not be amended or modified except in a writing signed by the parties hereto.

7. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Arizona without reference to such state's principles of conflicts of law.


IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

PRINTERSDIRECT, LLC

By: 
Name: Stephen B Lewis
Title: President, managing member

GENESIS HOLDINGS GROUP, LLC

By: 
Name: Stephen B Lewis
Title: sole member

ASSIGNEE:

GPS HOLDINGS, LLC

By: LaserMasters LLC, Member

By: _____
Gary Willert, Manager

5. Nothing in this Assignment express or implied is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

6. This Assignment may not be amended or modified except in a writing signed by the parties hereto.

7. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Arizona without reference to such state's principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:
PRINTERSDIRECT, LLC


By: _____
Name: _____
Title: _____

GENESIS HOLDINGS GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:
GPS HOLDINGS, LLC

By: LaserMasters LLC, Member

By:  _____
Gary Wallert, Manager

Schedule 1.1(f)

Intellectual Property

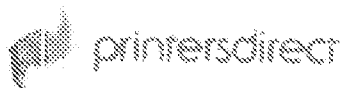
www.printersdirect.com
www.mpsready.com
www.printerrescue.net
www.leangreenprintingmachine.net
www.pfctechdeals.com
www.sparehouseparts.com

+1 866 631-2267 phone
+1 404 260-1111 local phone
+1 801 469-8051 fax

MPS Ready® & logo



Printersdirect® & logo



Printer Rescue & logo



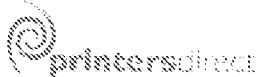


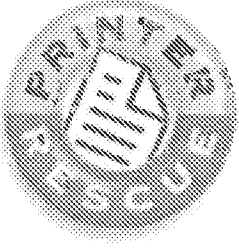

PFC Tech Deals & logo



Linux based printer re-programming & testing program (code & physical hardware)
Printersdirect training center A/V guides
Filemaker bespoke database for managing business + Tech support
Video & written technical Detailed Method Instructions – printers
Video & written technical Detailed Method Instructions – fusers
Paint codes & formulations
3M Screen buffing technology & application

All internal & published marketing
All PFC Tech Deals internal/external workings on Amazon, eBay and related online affiliates
Databases for customers & vendors
Website blogs
Packaging designs for current and prototype
Business T's & C's

TRADEMARKS	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/GOODS & SERVICES
PD (word mark) Jurisdiction: United States	Registered	85207364 12/29/2010	4028121 9/20/2011	IC 009. US 021 023 026 036 038. G & S: printers; recycled printers; refurbished printers; remanufactured printers; computer printers; laser printers; laser color printers; and thermal printers. FIRST USE: 20101200. FIRST USE IN COMMERCE: 20101200 IC 037. US 100 103 106. G & S: refurbishment of computer printers; remanufacturing of computer printers to the order and/or specification of others. FIRST USE: 20101200. FIRST USE IN COMMERCE: 20101200
MPS Ready (word mark) Jurisdiction: United States	Registered	85207367 12/29/2010	3991369 5/13/2011	IC 009. US 021 023 026 036 038. G & S: printers; recycled printers; refurbished printers; remanufactured printers; computer printers; laser printers; laser color printers; and thermal printers. FIRST USE: 20101200. FIRST USE IN COMMERCE: 20101200 IC 037. US 100 103 106. G & S: refurbishment of computer printers; remanufacturing of computer printers to the order and/or specification of others. FIRST USE: 20101200. FIRST USE IN COMMERCE: 20101200
printersdirect (word mark) Jurisdiction: United States	Registered	85207355 12/29/2010	4181695 7/31/2012	IC 009. US 021 023 026 036 038. G & S: printers; recycled printers; refurbished printers; remanufactured printers; computer printers; laser printers; laser color printers; and thermal printers. FIRST USE: 20031231. FIRST USE IN COMMERCE: 20031231 IC 037. US 100 103 106. G & S: refurbishment of computer printers; remanufacturing of computer printers to the order and/or specification of others. FIRST USE: 20031231. FIRST USE IN COMMERCE: 20031231

 (design mark) Jurisdiction: United States	Registered	78508184 10/29/2004	3106073 6/20/2006	IC 035. US 100 101 102. G & S: The bringing together, for the benefit of other, of recycled computer laser and inkjet printers, enabling customers to conveniently view and purchase those goods from an Internet website or from a wholesale outlet. FIRST USE: 20031230. FIRST USE IN COMMERCE: 20031231
	Common Law	N/A/	N/A	N/A
	Common Law	N/A/	N/A	N/A
	Common Law	N/A/	N/A	N/A
 <i>No cat coats, not covered!</i>	Common Law	N/A/	N/A	N/A