

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Business Machines Corporation		12/05/2014	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	
Registration Number:	1955331	PURECOVERAGE	
Registration Number:	1754994	PURIFY	
Registration Number:	1867527	QUANTIFY	
CORRESPONDENCE DATA			
Fax Number:	8188380776		
<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:	818.838.0606		
Email:	joseph.gauthier@unicomglobal.com		
Correspondent Name:	Joseph T. 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 T. Gauthier, Esq.		
SIGNATURE:	/Joseph T. Gauthier/		
DATE SIGNED:	01/22/2015		
Total Attachments: 11			

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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 2014, 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 Domain Names, Seller Common Law Marks, and Seller Trademarks.

1.4 “Seller Domain Names” shall mean those domain names and associated domain name registrations used or registered by Assignor as of or prior to the Closing Date that are principally related to the Assigned Materials all of which are listed on Exhibit A hereto. Seller Domain Names shall not include any websites associated with such domain names including the content thereof or look and feel except as explicitly assigned in Assigned Documentation.

1.5 “Seller Trademarks” shall mean those trademarks and service marks identified in the registrations listed on Exhibit B 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.

1.6 “Seller Common Law Marks” shall mean those common law trademarks and service marks used by Assignor as of or prior to the Effective Date, and that are exclusively related to and used solely in connection with the Businesses, including without limitation, the Products manufactured and/or distributed in connection with the Businesses which marks are listed on Exhibit C hereto.

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 the “Rational” 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 recording 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 the assignment in 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 recording 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 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 Transaction 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 Exhibits A through C hereto in order to complete, correct or make such Exhibits consistent with the Parties' understanding and intention that only the rights, title, and interest in and to those trademarks and 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 one or more of the Exhibits 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 the applicable Exhibit(s) 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: Lisa M. Regan

Name: Lisa Regan

Title: Director, Research and Intellectual Property Finance

Dated: 12/5/14

UNICOM Systems, Inc.

By: _____

Name: Corry Hong

Title: CEO and President

Dated: _____

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

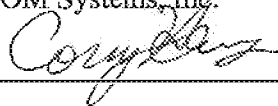
By: _____

Name: Lisa Regan

Title: Director, Research and Intellectual Property Finance

Dated: _____

UNICOM Systems, Inc.

By: 

Name: Corry Hong

Title: CEO and President

Dated: December 5, 2014

Trademark Assignment Agreement Signature Page

Exhibit A

Seller Domain Names

Focal Point

None

Purify/PurifyPlus

Domain Name	Expiry Date
<u>purify.com</u>	<u>July 10, 2015</u>

Exhibit B

Seller Trademarks

REDACTED

Purify/PurifyPlus

Trademark	Jurisdiction	Reg. No.	Appl. Date	Reg. Date	Renewal Date
PURECOVERAGE	United States of America	1955331	2/14/1994	2/6/1996	2/6/2016
PURIFY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	United States of America	1754994	11/15/1991	3/2/1993	3/2/2023
QUANTIFY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	United States of America	1867527	4/1/1993	12/13/1994	12/13/2014

Exhibit C

Seller Common Law Marks

Focal Point

None

Purify/PurifyPlus

PurifyPlus