

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinram Cinram Group, Inc.		05/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cinram Business Intelligence LLC		
Street Address:	2800 Livernois		
Internal Address:	Suite 230, Building D		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4189188	VISION	
Serial Number:	85905589	INSITE A CINRAM BUSINESS SOLUTIONS APPLI	
CORRESPONDENCE DATA			
Fax Number:	2123910525		
Phone:	212-278-0400		
Email:	wmiller@cooperdunham.com		
<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>			
Correspondent Name:	Cooper & Dunham LLP		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	attn: Wendy E. Miller		
Address Line 4:	New York, NEW YORK 10112		

ATTORNEY DOCKET NUMBER:	7519-00000
NAME OF SUBMITTER:	Wendy E. Miller
Signature:	/Wendy E. Miller/
Date:	05/18/2015
Total Attachments: 4 source=TM Assignment - Cinram Group to Cinram Bus Intel - US#page1.tif source=TM Assignment - Cinram Group to Cinram Bus Intel - US#page2.tif source=TM Assignment - Cinram Group to Cinram Bus Intel - US#page3.tif source=TM Assignment - Cinram Group to Cinram Bus Intel - US#page4.tif	
RECEIPT INFORMATION	
ETAS ID:	TM341696
Receipt Date:	05/18/2015
Fee Amount:	\$65

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into on May 18, 2015, by and between Cinram Group, Inc., a Delaware corporation (the "Assignor"), in favor of Cinram Business Intelligence LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor wishes to assign to Assignee the trademarks and trademark applications set forth on and attached hereto as Exhibit A and the goodwill of the business symbolized by said trademarks (the "Trademarks");

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Assignment**. The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. **Cooperation and Recordation**. The Assignor hereby agrees to cooperate with the Assignee, at the cost and expense of Assignee (which Assignee shall advance), as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Trademarks, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Trademarks hereunder and, if reasonable and appropriate, to assure that the transfer of the Trademarks is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office.

3. **Delivery of Tangible Items**. The Assignor shall arrange, at the cost and expense of Assignee, for prompt delivery of prosecution files, documents and other tangible embodiments of the Trademarks, if any, that are in the possession or control of the Assignor.

4. **Maintenance**. The Assignor agrees that they have and shall instruct their attorneys and agents who maintain and prosecute the Trademarks to, at the cost and expense of Assignee (which Assignee shall advance), take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Trademarks in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Trademarks.

5. Miscellaneous.

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

CINRAM GROUP, INC.

By: 

Name: JOHN H. BELL

Title: CFO

ASSIGNEE:

CINRAM BUSINESS INTELLIGENCE LLC



By: 

Name: STEVEN G. BROWN

Title: PRESIDENT

Exhibit A

Trademarks

MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	STATUS
	United States	85/361,516 4,189,188	07/01/2011 08/14/2012	Registered
 <small>a CINRAM Business Solutions Application</small>	United States	85/905,589 N/A	04/16/2013 N/A	Pending (Statement of Use due May 19, 2015)