

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346574

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor previously recorded on Reel 005563 Frame 0095. Assignor(s) hereby confirms the Assignor is Cape Systems, Inc..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPE SYSTEMS, INC.		10/21/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	ESKO-GRAPHIC BVBA		
Street Address:	Kortrijksesteenweg 1095		
City:	Gent		
State/Country:	BELGIUM		
Postal Code:	9051		
Entity Type:	CORPORATION: BELGIUM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0920742	CAPE	
Registration Number:	1948709	CAPE PACK	
Registration Number:	2480542	TRUCKFILL	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	214-999-4266		
Email:	ip@gardere.com, lhemphill@gardere.com		
Correspondent Name:	Lisa R. Hemphill/Gardere Wynne Sewell		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201-4761		
ATTORNEY DOCKET NUMBER:	125560-3000		
NAME OF SUBMITTER:	Lisa R. Hemphill		
SIGNATURE:	/Lisa R. Hemphill/		
DATE SIGNED:	07/01/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cape Systems and Consulting Services Limited		10/21/2013	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Esko-Graphics BVBA		
Street Address:	Kortrijksesteenweg 1095		
City:	Gent		
State/Country:	BELGIUM		
Postal Code:	9051		
Entity Type:	CORPORATION: BELGIUM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2480542	TRUCKFILL	
Registration Number:	1948709	CAPE PACK	
Registration Number:	0920742	CAPE	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	214-999-4682		
Email:	lhemphill@gardere.com		
Correspondent Name:	Lisa Hemphill/Gardere Wynne Sewell LLP		
Address Line 1:	1601 ELM STREET, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	125560-7000		
NAME OF SUBMITTER:	Lisa R. Hemphill		
SIGNATURE:	/Lisa R. Hemphill/		
DATE SIGNED:	06/26/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), dated as of October 21, 2013, between CAPE SYSTEMS, INC., a Texas corporation, CAPE SYSTEMS AND CONSULTING SERVICES LIMITED, a limited company organized under the laws of England and Wales (collectively, the "**Assignor**"), and ESKO-GRAPHICS BVBA, a company incorporated in Belgium, (the "**Assignee**"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Asset Purchase Agreement described below.

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of August 30, 2013 (the "**Asset Purchase Agreement**"), pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor related to the Assignor's intellectual property;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain Intellectual Property (the "**Assigned IP**"); and

WHEREAS, Assignee desires to purchase and acquire all Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (collectively, the "**Assigned Trademarks**") (i) the trademarks and related registrations and applications set forth in Schedule I hereto; (ii) the goodwill of the business connected with the use thereof and symbolized thereby. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks.

2. Relationship with the Asset Purchase Agreement. This Assignment is intended to evidence the consummation of certain of the transactions contemplated by the Asset Purchase Agreement, whereby substantially all of the business related to the Assigned Trademarks is being transferred to the Assignee. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement.

3. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. **Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed effective as of the date first written above.

"ASSIGNEE"

Executed as a deed, but not delivered until the first date specified on page 1, on behalf of **ESKO-GRAPHICS BVBA**, a company incorporated in Belgium, by Bruno Vaes being a person who, in accordance with the laws of that territory, is acting under the authority of the company:

By: 
Name: Bruno Vaes

Title: Director and Proxy Holder

{Signature Page to Trademark Assignment}

"ASSIGNOR"

CAPE SYSTEMS, INC.

By: Philip E Blocker
Name: Philip E Blocker
Title: CFO

CAPE SYSTEMS AND CONSULTING
SERVICES LIMITED

By: _____
Name: _____
Title: _____

"ASSIGNOR"

CAPE SYSTEMS, INC.

CAPE SYSTEMS AND CONSULTING
SERVICES LIMITED

By: BRAD LEONARD
Name: BRAD LEONARD
Title: CEO

TRADEMARK

REEL: 005567 FRAME: 0136

Schedule I

Trademarks

<u>Filing/ Registration Number</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Date of Filing/Issuance</u>	<u>Current Applicants/Registered Owners</u>
TMA210,359	CAPE	Canada	October 31, 1975	CAPE Systems US
2480542	TRUCKFILL	United States	August 21, 2001	CAPE Systems US
1948709	CAPE PACK	United States	January 16, 1996	CAPE Systems US
920742	CAPE	United States	September 21, 1971	CAPE Systems US