

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361845

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
nextScan, Inc.		11/03/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital Check Corporation		
<b>Street Address:</b>	630 Dundee Road, Suite 210		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3488408	FLEXSCAN	
<b>Registration Number:</b>	3488406	NEXTSTAR	
<b>Registration Number:</b>	2800500	ECLIPSE	
<b>Registration Number:</b>	3782463	LUMINTEC	
<b>Registration Number:</b>	3776063	TITAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>			
<b>Phone:</b>	312-781-6013		
<b>Email:</b>	chicago.trademarks@klgates.com, kate.starshak@klgates.com, valerie.swanson@klgates.com		
<b>Correspondent Name:</b>	Kate Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	3721312-		
<b>NAME OF SUBMITTER:</b>	Kathryn Starshak		
<b>SIGNATURE:</b>	/kathryn starshak/		
<b>DATE SIGNED:</b>	11/10/2015		

CH \$140.00 3488408

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “Agreement”) is made and delivered November 3, 2015, by and among nextScan, Inc., a Delaware corporation (“Seller”), Kurt Breish, an individual (“Breish”) and Digital Check Corp., a Delaware corporation (“Buyer”), in connection with that certain Asset Purchase Agreement, dated November 3, 2015, by and among Buyer, Breish and Seller (the “Asset Purchase Agreement”). Capitalized terms not otherwise defined herein have the meanings assigned to them in the Asset Purchase Agreement.

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this Agreement, for recording with government authorities.

**WHEREAS**, Seller owns the Intellectual Property Assets (as defined below) and Buyer desires to acquire the Intellectual Property Assets from Seller.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Assets. Seller does hereby sell, transfer and deliver to Buyer, free and clear of all Encumbrances, all of Seller’s interests in and rights and benefits to the Intellectual Property Assets, including those listed on Exhibit A, attached hereto (all of the foregoing being referred to herein as, collectively, the “Intellectual Property Assets” or individually, the “Intellectual Property Asset”), together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, registrations and applications therefor, all rights to sue for infringement of any Intellectual Property Asset, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made.

2. Further Assurances. Each party hereto, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, such party without further consideration will execute and deliver, or cause to be executed and delivered, to the other party hereto such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to the other party, and take all such other actions to more effectively transfer to and vest in Seller, and to put Buyer in possession of, the Intellectual Property Assets, free and clear of all Encumbrances.

3. No Additional Representations and Warranties. Buyer acknowledges that Seller makes no representation or warranty with respect to the Intellectual Property Assets being conveyed hereby except as specifically set forth in the Asset Purchase Agreement.

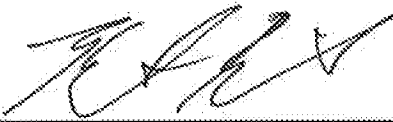
4. Terms of Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. General. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the conflicts of law provisions thereof. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by either of the parties to this Agreement without the prior written consent of the other party. This Agreement may be amended only by written instrument duly signed by each of the parties to this Agreement. This Agreement may be executed in counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall be deemed one and the same instrument.

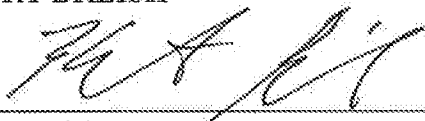
*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

**NEXTSCAN, INC.**

By:   
Name: Kurt Breish  
Title: President

**KURT BREISH**

  
Kurt Breish

**DIGITAL CHECK CORP.**

By: \_\_\_\_\_  
Name: Thomas P. Anderson  
Title: President and CEO

*[Signature page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

**NEXTSCAN, INC.**

By: \_\_\_\_\_  
Name: Kurt Breish  
Title: President

**KURT BREISH**

\_\_\_\_\_  
Kurt Breish

**DIGITAL CHECK CORP.**

By: \_\_\_\_\_  
Name: Thomas P. Anderson  
Title: President and CEO

*[Signature page to Intellectual Property Assignment Agreement]*

## EXHIBIT A

### Intellectual Property Assets

#### Intellectual Property Registrations

##### 1. Patents

- a. US Patent No. 7,093,939 has expired for failure to pay required government maintenance fees due August 22, 2014.
- b. The patent application published as US 2010/0098399 has been abandoned for lack of prosecution.

##### 2. Trademarks

Mark	Country	Registration No.	Status	Current Owner (PTO Records)
FlexScan	U.S	3488408	In force; renewal due 08/19/2018	nextScan 690 S. Industry Way Meridian , ID 83642
FlexScan	CTM	007096654	In force; renewal due 07/17/2018	nextScan, Inc. 1440 East Iron Eagle Drive Eagle, ID 83616
NextStar	U.S.	3488406	In force; renewal due 08/19/2018	nextScan 690 S. Industry Way Meridian , ID 83642
ECLIPSE	U.S.	2800500	In force; renewal due 12/30/2023	nextScan 690 S. Industry Way Meridian , ID 83642
LUMINTEC	U.S.	3782463	In force; 8&15 due 04/27/2016	nextScan, Inc. 1440 East Iron Eagle Drive Eagle, ID 83616
TITAN	U.S.	3776063	In force: 8&15 due 04/13/2016	nextScan, Inc. 1440 East Iron Eagle Drive Eagle, ID 83616
TITAN	CTM	008510752	In force; next renewal due 08/26/2019	nextScan, Inc. 1440 East Iron Eagle Drive Eagle, ID 83616

##### 3. Domain Name

- a. nextscan.com Registrar: Network Solutions, LLC

4. Intellectual Property Assets and material unregistered Intellectual Property Assets:
- a. LEADTOOLS, from Lead Technologies;
  - b. Intel ® Software Development Products;
  - c. OpenSSL;
  - d. PHP;
  - e. Sepera, from Teledyne DALSA;
  - f. TortoiseSVN a form of GNU Free Software Foundation, Inc.;
  - g. Apache;
  - h. CyrusSASL, Carnegie Mellon University;
  - i. nextScan Developed Software;
  - j. Fishbowl MRP Software, ExpressTech International, LCC;
  - k. GNU General Public Software, Free Software Foundation, Inc.;
  - l. Microsoft Developers Network, Microsoft Corp.;
  - m. GNU Lesser General Public License (TWAIN);
  - n. Prophet Enterprise Software
  - o. Software Ownership and License and Supply Agreement with the Church of Jesus Christ of Latter-day Saints (March 21, 2005)
  - p. Any common law trademark rights to the nextScan trademark.

5. Intellectual Property Agreements:

- a. Subversion Apache License
- b. CyrusSASL License
- c. Intel ® Software Development Products
- d. Fishbowl MRP Software, ExpressTech International, LCC;
- e. GNU General Public License (MYOBDC5)
- f. LEADTOOLS Software License Agreement (EULA)
- g. OpenSSL License
- h. PHP License
- i. Sapera LT License
- j. TortoiseSVN License
- k. Microsoft Developers Network, Microsoft Corp.;
- l. GNU Lesser General Public License (TWAIN);
- m. Prophet Enterprise Software
- n. Software Ownership and License and Supply Agreement with the Church of Jesus Christ of Latter-day Saints (March 21, 2005)