TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM367625

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AR Logix, Inc.		12/31/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Collection Associates, LLC	
Street Address:	1809 North Broadway	
City:	Greensburg	
State/Country:	INDIANA	
Postal Code:	47240	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4205498	AR·LOGIX

CORRESPONDENCE DATA

2149813400 Fax Number:

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.

Phone: 214-981-3483 dclark@sidley.com Email: Dusan Clark, Esq. **Correspondent Name:** Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	56143-10040
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/31/2015

Total Attachments: 5

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TRADEMARK REEL: 005702 FRAME: 0034

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>"), dated as of December 31, 2015, is by and between AR Logix, Inc., a Pennsylvania corporation, with its principal place of business located at 900 Corporate Drive, Reading, Pennsylvania 19605, ("<u>Assignor</u>") to Collection Associates, LLC, a Delaware limited liability company, with its principal place of business located at 1809 North Broadway, Greensburg, Indiana 47240, ("<u>Assignee</u>").

WHEREAS, Assignor owns the trademarks listed on Schedule A, which are registered with the United States Patent and Trademark Office (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith ("Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Marks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Marks, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Marks, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Marks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of laws rules thereof.

TRADEMARK
REEL: 005702 FRAME: 0035

- 4. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 5. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

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

ASSIGNOR

AR/LOGIX INC

Anthony F. Carabello

Îts: President

Date: December 31, 2015

TRADEMARK REEL: 005702 FRAME: 0037

ACCEPTED BY:

COLLECTIONS ASSOCIATES, LLC

Ву: ______

Its: Vice President and Secretary

Date: __12/29/2015

TRADEMARK REEL: 005702 FRAME: 0038

Schedule A-Marks

MARK	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS
AR LOGIX	85532693	2/2/2012	4205498	9/11/2012	Registered

TRADEMARK REEL: 005702 FRAME: 0039