

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBSCO INDUSTRIES, INC.		02/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Omeda HDS, LLC		
Street Address:	555 Huehl Rd.		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4364728	DRAGON	
Registration Number:	4168072	HALLMARK DATA SYSTEMS	
Registration Number:	4029334	MOZAIC	
Registration Number:	4467652	ILLUME	
CORRESPONDENCE DATA			
Fax Number:	3125511101		
<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:	312-551-8300		
Email:	ipdocket@pfs-law.com		
Correspondent Name:	PATZIK, FRANK & SAMOTNY LTD.		
Address Line 1:	150 SOUTH WACKER DRIVE		
Address Line 2:	SUITE 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	7161-004		
NAME OF SUBMITTER:	Scott W. Smilie		
SIGNATURE:	/Scott W. Smilie/		
DATE SIGNED:	03/16/2016		
Total Attachments: 5			

OP \$115.00 4364728

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TRADEMARK ASSIGNMENT

February 29, 2016

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 29, 2016, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement") among HALLMARK DATA SYSTEMS, LLC, a Delaware limited liability company (the "Target"), EBSCO INDUSTRIES, INC., a Delaware corporation (the "Parent" and, jointly and severally with Target, "Assignors"), OMEDA HDS, LLC, an Illinois limited liability company ("Assignee"), and OMEDA HOLDINGS, LLC, an Illinois limited liability company. Capitalized terms not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignors have adopted and used the trademark registrations, service mark registrations, unregistered trademarks, unregistered service marks, and common law rights listed on Schedule A, as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto (collectively, the "Trademarks"); and

WHEREAS, under the terms of the Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, the Trademarks, among other assets, and has agreed to execute and deliver this Assignment;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors hereby sell, transfer, assign, and convey to Assignee, Assignors' worldwide right, title and interest in and to the Trademarks as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made. Assignors also assign unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignors agree without charge to Assignee, but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee, at Assignee's expense, in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the

Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

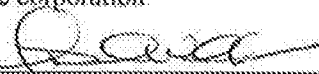
This Assignment has been entered into in the State of Illinois and shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without regard to its principles of conflicts of law.

[Signature Page Follows]

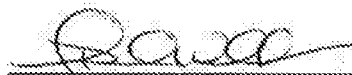
IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNORS:

EBSCO INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: J. David Walker
Its: Vice President & Treasurer

HALLMARK DATA SYSTEMS, LLC

By: 
Name: J. David Walker
Its: Vice President & Treasurer

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	US REGISTRATION NUMBER	REGISTRATION DATE	S/N
DRAGON	4,364,728	7/9/2013	85783259
HALLMARK DATA SYSTEMS	4,168,072	7/3/2012	85496689
Mozaic	4,029,334	9/20/2011	77858624
ILLUME	4,467,652	1/14/2014	85784202

UNREGISTERED TRADEMARKS, SERVICE MARKS AND TRADE NAMES


1. HALLMARK
2. HALLMARK DATA SYSTEMS

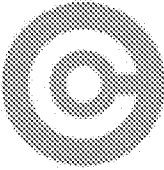
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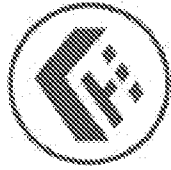
4. Ecom

5. Fulfillment

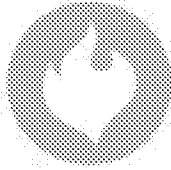
6. 

7. 

8. 



9.



10.



11.



12.

13. MACRO-COBOL