

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iMemories, Inc.		05/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LTI Acquisition Corp.		
Street Address:	11000 Viking Drive, 400 West		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4530474		
Registration Number:	3452187	IMEMORIES	
Registration Number:	4450248	IMEMORIES	
Registration Number:	4490953	IMEMORIES	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	tmmpls@faegrebd.com		
Correspondent Name:	Braden Katterheinrich/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	423876.19		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	05/03/2016		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made as of May 2, 2016 by and between **iMemories, Inc.**, a Delaware corporation ("Assignor"), and **LTI Acquisition Corp.**, a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to all trademark registrations and applications listed on the attached **Exhibit A** (collectively, the "Trademarks"); and

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor shall assign all right, title and interest in the Trademarks and associated goodwill in the Trademarks throughout the world to Assignee and Assignee shall acquire all of Assignor's right title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, and deliver to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and all trademark registrations, applications and renewals in connection therewith and any and all rights under common law, and including, without limitation, all claims, proceeds and causes of action relating to and the right to sue and recover for past, present and future infringements or dilution of said Trademarks, the same to be held and enjoyed by Assignee for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, or the relevant foreign trademark office, to record Assignee, as assignee and owner of any and all of Assignor's rights in the Trademarks and to issue to Assignee any and all registrations resulting from said applications, or any renewals of said registrations.

Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

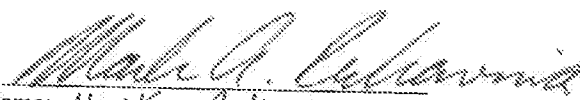
[SIGNATURES ON THE FOLLOWING PAGE]

US.106015397.02

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

iMemories, Inc.

By: 
Name: Mark Rukovian
Title: CEO

ASSIGNEE:

LTI Acquisition Corp.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

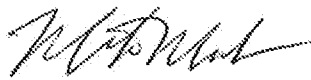
ASSIGNOR:

iMemories, Inc.

By: _____
Name:
Title:

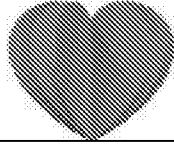
ASSIGNEE:

LTI Acquisition Corp.

By:  _____
Name: Michael Meek
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT A
TRADEMARKS

Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date
US		85/785,579	Nov. 21, 2012	4,530,474	May 13, 2014
US	IMEMORIES	77/160,428	April 19, 2007	3,452,187	June 24, 2008
US	IMEMORIES	85/821,353	Jan. 11, 2013	4,450,248	Dec. 17, 2013
US	IMEMORIES	86/012,342	July 17, 2013	4,490,953	March 4, 2014
CTM	IMEMORIES		May 17, 2010	009108374	Nov. 2, 2010