

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoCentrix, Inc.		08/22/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	N. Harris Computer Corporation		
Street Address:	1 Antares Dr		
Internal Address:	Suite 400		
City:	Ontario		
State/Country:	CANADA		
Postal Code:	K2E 8C4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4450087	PRO-FILER	
Registration Number:	4410032	COCENTRIX CONNECT. COLLABORATE. COORDINA	
Registration Number:	4468757	UNI/CARE	
CORRESPONDENCE DATA			
Fax Number:	2023545232		
<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:	2028083570		
Email:	docketign@kelly-ip.com		
Correspondent Name:	David M. Kelly		
Address Line 1:	1919 M Street, NW		
Address Line 2:	Suite 610		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	13065.0013		
NAME OF SUBMITTER:	David M. Kelly		
SIGNATURE:	/David M. Kelly/		
DATE SIGNED:	09/01/2016		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated this 22nd day of August, 2016, is by and between N. Harris Computer Corporation, an Ontario corporation (the “**Purchaser**”), CoCentrix, Inc., a Florida corporation (“**CoCentrix**”) and Uni/Care Systems, Inc. (“**Uni/Care**” and together with CoCentrix, the “**Sellers**”), pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among the Sellers, the Purchaser, Mitchell & McCormick, Inc. and May Ahbad (the “**Purchase Agreement**”). Initially capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

W I T N E S S E T H:

WHEREAS, the Purchase Agreement provides for, among other things, the sale, transfer, assignment, conveyance and delivery to Purchaser of the Assets described in Section 2.1 of the Purchase Agreement (the “**IP Assets**”), for the consideration and on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the parties desire to carry out the foregoing and the intent and purpose of the Purchase Agreement by the execution and delivery of this Agreement evidencing the vesting in Purchaser of all right, title and interest in and to the IP Assets;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Purchaser agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, all of such Seller’s right, title and interest in and to the IP Assets, all in the manner described in the Purchase Agreement, including the trademarks set out in Schedule “A” hereto.
2. Each Seller hereby constitutes and appoints the Purchaser, its successors and assigns, as such Seller’s true and lawful attorney and attorneys, with full power of substitution, in such Seller’s name and stead, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the IP Assets and to give receipts and releases for and in respect of the same and any part thereof.
3. The Purchaser hereby accepts the assignment of the IP Assets as consideration of the Purchase Price.
4. Subject to the terms and provisions of the Purchase Agreement, each Seller hereby covenants that it shall do, execute and deliver any and all such further acts and instruments that Purchaser may reasonably request in order to more fully effectuate such Seller’s sale, transfer, assignment, conveyance and delivery of the IP Assets to Purchaser and the vesting of title to the IP Asset in Purchaser as set forth herein.

5. Subject to the terms and provisions of the Purchase Agreement, to the extent that title to the Software and Owned Intellectual Property and any copies thereof may not vest in Purchaser by operation of law, all right, title, and interest therein are irrevocably assigned to Purchaser. Subject to the terms and provisions of the Purchase Agreement, all of the Software and Owned Intellectual Property shall belong exclusively to Purchaser, with Purchaser having the exclusive right to obtain and to hold in its own name copyright registrations or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Each Seller agrees to give Purchaser, and any person designated by Purchaser, reasonable assistance required to perfect the rights defined in this paragraph.
6. The scope, nature and extent of the IP Assets are expressly set forth in the Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This B Agreement does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will 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 of this Agreement, the terms of the Purchase Agreement will govern.
7. Subject to the terms and provisions of the Purchase Agreement, to the extent that title to the Intellectual Property and any copies thereof may not vest in Purchaser by operation of law, all right, title, and interest therein are irrevocably assigned to Purchaser. Subject to the terms and provisions of the Purchase Agreement, all of the Intellectual Property shall belong exclusively to Purchaser, with Purchaser having the exclusive right to obtain and to hold in its own name copyright registrations or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Each Seller agrees to give Purchaser, and any person designated by Purchaser, reasonable assistance required to perfect the rights defined in this paragraph.
8. The parties further agree that each Seller will, free of charge, execute and deliver all such further papers as may be reasonably necessary, including original applications and applications for renewal, extension or reissue of trademark registrations, or copyright registrations, in any and all countries, to vest title thereto in Purchaser, their successor, assigns, or nominees.
9. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all counterparts shall constitute but one instrument. Facsimile transmission or Portable Document Format execution and delivery of this Agreement is legal, valid and binding for all purposes.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws thereunder.
11. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

N. HARRIS COMPUTER CORPORATION



By: _____

Name: Jeff Bender
Title: President and Chief Executive
Officer

COCENTRIX, INC.

By: _____

Name:
Title:

UNI/CARE SYSTEMS, INC.

By: _____

Name:
Title:

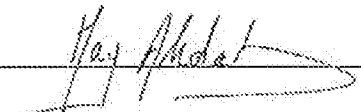
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

N. HARRIS COMPUTER CORPORATION

By: _____

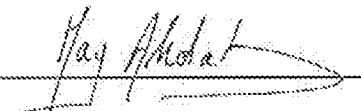
Name: Jeff Bender
Title: President and Chief Executive
Officer

COCENTRIX, INC.

By: _____ 

Name: May Ahdab, CEO
Title:



UNI/CARE SYSTEMS, INC.

By: _____ 

Name: May Ahdab, CEO
Title:

[IP Assignment Agreement]

**Schedule "A"
Trademarks**

Owner	Mark	Country	Reg No.	Reg. Date
CoCentrix, Inc.	Pro-Filer	USA	4,450,087	December 17, 2013
CoCentrix, Inc.	<p align="center">COCENTRIX CONNECT. COLLABORATE. COORDINATE & Design</p> 	USA	4,410,032	October 1, 2013
CoCentrix, Inc.	<p align="center">UNI/CARE & Design</p> 	USA	4,468,757	January 21, 2014

[IP Assignment Agreement – Schedule "A"]