# CH \$65.00 381040

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM399933

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

| Name                               | Formerly | Execution Date | Entity Type           |
|------------------------------------|----------|----------------|-----------------------|
| INFUTOR DATA SOLUTIONS CORPORATION |          | 09/26/2016     | Corporation: ILLINOIS |

### **RECEIVING PARTY DATA**

| Name:           | INFUTOR DATA SOLUTIONS, LLC                      |  |
|-----------------|--|--|
| Street Address: | ress: 2017 South Route 59                        |  |
| City:           | Plainfield                                       |  |
| State/Country:  | ILLINOIS   |  |
| Postal Code:    | 60586  |  |
| Entity Type:    | Intity Type: Limited Liability Company: DELAWARE |  |

### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 3810408 | POWER-FLEX |
| Registration Number: | 3810398 | INRICHMENT |

### **CORRESPONDENCE DATA**

**Fax Number:** 3129800728

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:** 312-269-8000

**Email:** marden@ngelaw.com, trademarks@ngelaw.com

Correspondent Name: Michael G. Kelber

Address Line 1: TWO NORTH LASALLE STREET, SUITE 1700

Address Line 4: CHICAGO, ILLINOIS 60602

| NAME OF SUBMITTER: | Michael G. Kelber   |
|--------------------|---------------------|
| SIGNATURE:         | /Michael G. Kelber/ |
| DATE SIGNED:       | 09/27/2016          |

### **Total Attachments: 3**

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TRADEMARK
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### **EXHIBIT A**

### ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement is made this \_\_ day of September, 2016, (the "Effective Date"), by and between Infutor Data Solutions Corporation, an Illinois corporation ("Assignor"), and Infutor Data Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all rights and interest in and to the trademarks identified in the attached Schedule of Trademarks (the "Marks");

WHEREAS, under that certain Purchase Agreement, to be executed by Assignor and Assignee's parent, Assignor has agreed to assign to Assignee all of Assignor's rights and interest in the Marks and that part of the goodwill of Assignor's business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, pursuant to the terms of and in exchange for the consideration received in that certain Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, Assignor agrees as follows:

- 1. The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.
- 2. Assignor assigns, conveys and transfers to Assignee, its successors, assigns and legal representatives, the full and entire right and interest in and to the following property:
  - (i) the Marks;
  - (ii) that part of the goodwill of Assignor's business connected with the use of and symbolized by the Marks;
  - (iii) all of Assignor's trademark rights in the Mark under the laws of any jurisdiction, including all rights granted under 15 U.S.C. §1051, et. seq., all rights granted under the statutes of any other jurisdiction, and all rights granted under the common laws of any jurisdiction (collectively, the "Trademark Rights");
  - (iv) the right to claim the Trademark Rights and to obtain registrations therefor in the sole name of Assignee under the trademark laws of any jurisdiction; and
  - (v) all causes of action for, and claims for damages by reason of, any infringement of the Trademark Rights in any jurisdiction, which causes of action and claims arose prior to the date of execution hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on the date first indicated above.

TRADEMARK
REEL: 005885 FRAME: 0502

INFUTOR DATA SOLUTIONS CORPORATION

By: //// // Name: Çary V. Walter

Name: Gary V. Walter Title: President

Date: 9-24-/4

INFUTOR DATA SOLUTIONS, LLC

Name: Gary V. Walter

Title: Manager

Date: 9-20-1/9

# SCHEDULE OF TRADEMARKS

|    | Mark       | Territory | Reg. No. | Class(es) | Goods/Services  |
|----|------------|-----------|----------|-----------|---|
| 1. | POWER-FLEX | U.S.      | 3810408  | 38        | Electronic exchange of data stored in databases accessible via telecommunication networks   |
| 2. | INRICHMENT | U.S.      | 3810398  | 35; 38    | Compilation and systemization of information into computer databases (Class 35); Electronic exchange of data stored in databases accessible via telecommunication networks (Class 38) |

021539.0000;25150886.3

TRADEMARK REEL: 005885 FRAME: 0504

**RECORDED: 09/27/2016**