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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM402068

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
Ara Surenian		08/01/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Cadent Resources, Inc.		
Street Address:	811 North Wilshire Lane		
Internal Address:	Suite 145		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	Corporation: ILLINOIS		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3084545	CADENT RESOURCES

CORRESPONDENCE DATA

Fax Number: 6175231231

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: (617) 570-1000

Email: TMAdmin@goodwinlaw.com

Correspondent Name: Goodwin Procter LLP
Address Line 1: 100 Northern Avenue
Address Line 2: c/o Alan F. Feeney, Esq.

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Alan F. Feeney, Esq.	
SIGNATURE:	/alan f feeney/	
DATE SIGNED:	10/14/2016	

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective this 1st day of August, 2016, by and between Ara Surenian, an individual ("<u>Assignor</u>"), and Cadent Resources, Inc., an Illinois corporation ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee plan to enter into an Asset Purchase Agreement, dated as of August 1, 2016 (the "Purchase Agreement"), pursuant to which Assignee will transfer, sell and convey to Plex Systems, Inc. certain assets, including the Marks and the goodwill of the business symbolized thereby, on the terms and conditions set forth therein; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor agrees to execute such further documents and take such further action, at no cost to Assignor, as might reasonably be required to record this Assignment with the applicable registrar or similar governmental agency in all relevant jurisdictions.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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TRADEMARK REEL: 005901 FRAME: 0088 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Ara Surenian

Signature:

Name: Ara Surenian

ASSIGNEE: Cadent Resources, Inc.

Signature:

Name: Ara Surenian Title: President

REEL: 005901 FRAME: 0089

Exhibit A

<u>Marks</u>

Mark	Jurisdiction	Application No. & Date	Registration No. & Date	
CADENT RESOURCES	USA	78463300, August 6, 2004	3084545, April 25, 2006	

Exhibit A - Trademark Assignment

TRADEMARK REEL: 005901 FRAME: 0090

RECORDED: 10/14/2016