

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404805

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Apple Zebra CFS, LLC | | 10/14/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Apple Zebra Corp., inc. | | |
| Street Address: | 2001 Lower Road | | |
| City: | Linden | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07036 | | |
| Entity Type: | Corporation: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4167592 | PHOTO-NET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622000 | | |
| Email: | rob.soneson@kirkland.com | | |
| Correspondent Name: | Rob Soneson | | |
| Address Line 1: | 300 N LaSalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| NAME OF SUBMITTER: | Rob Soneson | | |
| SIGNATURE: | /rsoneson/ | | |
| DATE SIGNED: | 11/08/2016 | | |
| Total Attachments: 6 | | | |
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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Intellectual Property Assignment") is entered into and effective as of October 14, 2016 by and between Apple Zebra CFS, LLC, a Delaware limited liability company ("Buyer"), and Apple Zebra Corp., Inc., a New Jersey corporation ("Seller"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and the other Persons are parties to that certain Asset Purchase Agreement, dated as of October 5, 2016 (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Section 1.4(b)(iv)(G) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Buyer, the sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and Buyer hereby accepts the following: (a) all of Seller's entire worldwide right, title and interest in and to the Company Intellectual Property, including the trademark set forth on Schedule 1 attached hereto, together with the goodwill of any business carried on in connection with any trademarks, service marks or trade names included in the Company Intellectual Property, (b) the right to file federal, state and foreign registrations to secure Buyer's rights in any Company Intellectual Property that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement, misappropriation or other violation of the Company Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Buyer's own name and (d) all of Seller's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Company Intellectual Property, including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of the Company Intellectual Property.

2. Buyer's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Intellectual Property Assignment had not been made.

3. Further Assurance. Seller shall from time to time after the delivery of this Intellectual Property Assignment, at Buyer's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Company Intellectual Property as contemplated under the Purchase Agreement.

4. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. This Intellectual Property Assignment hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

5. Representations and Warranties. Each party hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Intellectual Property Assignment.

6. Power of Attorney. Seller hereby appoints Buyer, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Company Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 6.2 of the Purchase Agreement.

8. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

9. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Seller and Buyer.

10. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

11. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a

facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

12. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

APPLE ZEBRA CORP., INC.

By: 

Name: James Napolitano

Its: Vice President

Signature Page to Assignment of Proprietary Rights

TRADEMARK
REEL: 005916 FRAME: 0880

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

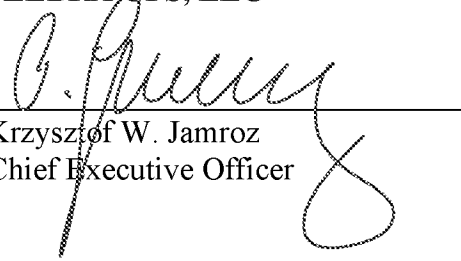
BUYER:

APPLE ZEBRA CFS, LLC

By: _____

Name: Krzysztof W. Jamroz

Its: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'K. Jamroz', is written over a horizontal line. The signature is stylized and extends below the line.

SCHEDULE 1

| <u>Mark</u> | <u>Country</u> | <u>Reg. Number</u> |
|--------------------|-----------------------|---------------------------|
| PHOTO-NET | U.S. FEDERAL | 4167592 |