

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illinois Tool Works Inc.		12/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	System Logistics Corporation		
Street Address:	4760 Fulton Street East		
City:	Ada		
State/Country:	MICHIGAN		
Postal Code:	49301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1698277	VERTIQUE	
Registration Number:	3225721	VERTIQUE PICKING SOFTWARE	
Registration Number:	3172347	VPS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-742-1500		
Email:	bruce@LLSlex.com		
Correspondent Name:	Bruce M. Landay - Landay Leblang Stern		
Address Line 1:	156 State Street (5th Floor)		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Bruce M. Landay		
SIGNATURE:	/Bruce Landay/		
DATE SIGNED:	12/14/2016		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of December 1, 2016 (this "Trademark Assignment") is made by Illinois Tool Works Inc., a Delaware corporation ("Assignor") to System Logistics Corporation, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement, Assignee is purchasing the Purchased Assets from Assignor pursuant to the terms and conditions of an Asset Purchase Agreement made as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, in connection with the Closing under the Asset Purchase Agreement, Assignor is entering into that certain Assignment of Business Intellectual Property, dated as of the date hereof (the "Business Intellectual Property Assignment"); and

WHEREAS, pursuant to the Business Intellectual Property Assignment, Assignor is assigning all of its right, title and interest in, to and under all of its Business Intellectual Property to Assignee, including the registered trademarks and pending trademark applications set forth on Schedule 1 hereto and the goodwill associated therewith (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Transfer. Effective as of the Closing, Assignor hereby assigns, transfers and grants to Assignee all of Assignor's right, title and undivided interest in, to and under the following:

(a) the Trademarks, including all common law, state, federal and international trademark rights thereto, together with the goodwill associated therewith;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and

(c) any and all present and future claims of infringement, misappropriation, or violations of the foregoing, including the rights to any legal, equitable, and administrative remedies resulting from such claims.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any foreign trademark authorities (where permissible under Law), to record this Trademark Assignment. Assignor shall cooperate with Assignee to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Trademarks hereunder in accordance with Section 5.6 of the Asset Purchase Agreement.

4. Effect on Business Intellectual Property Assignment. Assignor acknowledges and agrees that nothing in this Trademark Assignment shall change, alter, limit or reduce any rights granted to Assignee under the Business Intellectual Property Assignment.

5. Captions and Headings. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

6. Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

7. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

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Schedule 1

LIST OF TRADEMARKS

Registered Trademarks

Servicemark or Trademark	Registration No.	Registration Date
VERTIQUE	1698277	June 30, 1992
VERTIQUE PICKING	3225721	April 30, 2007
VPS	3172347	November 14, 2006

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