

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allegra Holdings LLC		12/31/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sign & Graphics Holdings LLC		
<b>Street Address:</b>	47585 Galleon Drive		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48170		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2121506	SIGNS NOW	
<b>Registration Number:</b>	3818351	SIGNS NOW	
<b>Registration Number:</b>	1622804	SIGNS NOW	
<b>Registration Number:</b>	3763223	SIGNS NOW MATCHMAKER	
<b>Registration Number:</b>	1632526	SIGNS NOW!	
<b>Registration Number:</b>	2943685	STAND OUT	
<b>Registration Number:</b>	2595745	STAND OUT IN A CROWDED WORLD	
<b>Registration Number:</b>	1426087	THE SIGNERY	
<b>Registration Number:</b>	1996871		
<b>Registration Number:</b>	2692901	WEEDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>			
<b>Phone:</b>	312.68.4000		
<b>Email:</b>	elizabeth.nolan@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	PO Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		

CH \$265.00 2121506

<b>NAME OF SUBMITTER:</b>	Elizabeth A. Nolan
<b>SIGNATURE:</b>	/Elizabeth A. Nolan/
<b>DATE SIGNED:</b>	01/12/2017
<b>Total Attachments: 6</b> source=Allegra Holdings - Assignment#page1.tif source=Allegra Holdings - Assignment#page2.tif source=Allegra Holdings - Assignment#page3.tif source=Allegra Holdings - Assignment#page4.tif source=Allegra Holdings - Assignment#page5.tif source=Allegra Holdings - Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of December 31, 2016, by and between ALLEGRA HOLDINGS LLC, a Michigan limited liability company ("Assignor"), and SIGN & GRAPHICS HOLDINGS LLC, a Michigan limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor owns rights in and to the Intellectual Property (as defined in Section 2.(b) below); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

1. **Recitals.** The parties agree that the recitals to this Agreement are true and correct, and are incorporated herein and made a part of this Agreement by this reference.

2. **Certain Definitions.** The following terms shall have the following meanings:

(a) "**Signs Now Business**" means a business offering a full range of sign and graphics communications services that include large format digital graphics, vehicle wraps and graphics, traditional interior and exterior signage, retail and exhibit graphics, banners, promotional graphics, signage, installation and repair services, electrical and digital displays, and other products and services under the SIGNS NOW® name and marks.

(b) "**Intellectual Property**" means all of Assignor's worldwide intellectual property rights, of any kind, that are involved in offering and selling SIGNS NOW® goods and services, or in serving as a "franchisor" of the System, or in otherwise administering the System, including, without limitation, all: (a) trademarks, service marks, trade dress, designs, logos, and other indicia of origin, whether registered or unregistered, and all goodwill of any business associated and connected therewith and symbolized thereby related to the System; (b) domain names related to the System; (c) patents, inventions described and claimed therein (including divisionals, continuation-in-parts, provisional, reissues, reexaminations or interferences thereof), whether or not any such patents are modified, withdrawn or resubmitted, related to the System; (d) copyrights, whether registered or unregistered, related to the System; (e) trade secrets, know-how, inventions, processes, procedures, techniques, discoveries, technical information and data, specifications, research and development information, engineering drawings, operating and maintenance manuals, recipes, and other similar information, engineering drawings, operating and maintenance manuals, recipes, and other similar information and rights, related to the System; and (f) registrations, applications, reservations, renewals or extensions relating to any of the foregoing, related to the System. The Intellectual Property shall include, without limitation, all items listed on Schedule A hereto.

(c) "System" means individually or collectively the system of Signs Now Businesses.

3. **Assignment and Assumption of Intellectual Property.** Assignor does hereby convey, assign, transfer and set over to Assignee, and Assignee does hereby accept the assignment of, all of Assignor's right, title and interest in, to and under the Intellectual Property, together with all rights and privileges granted and secured thereby (and the goodwill of the business symbolized by any marks or names), including the right to sue and recover for any past, present and future infringement or violation under any of the Intellectual Property and all causes of action and enforcement rights it has, whether known, unknown, currently pending, filed or otherwise, for the Intellectual Property, including without limitation all its rights to pursue damages (including the right to collect royalties), injunctive relief and other remedies, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representative, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. As Assignee's partial consideration for the assignment of the Intellectual Property, Assignee shall assume all obligations and costs associated with maintaining the Intellectual Property.

4. **Additional Actions.** Assignor agrees to execute any and all powers of attorney, assignments (including, but not limited to the Trademark Assignment attached as Exhibit A), declarations, affidavits, divisional, continuation, continuation-in-part, reissue and substitute applications and any other papers in connection therewith necessary to perfect all right, title and interest in Assignee. Assignor will testify in any legal proceedings, make lawful oaths and declarations, and generally take all actions necessary to vest title in Assignee in the Intellectual Property in any applicable country.

5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and on each party's respective successors and assigns.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


7. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Michigan, without regard to its conflict of laws rules.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

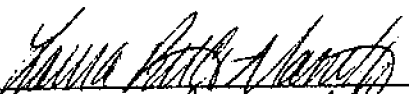
**ASSIGNOR:**

**ALLEGRA HOLDINGS LLC**

By:   
Name: Michael G. Marcartonio  
Title: CEO

**ASSIGNEE:**

**SIGN & GRAPHICS HOLDINGS LLC**

By:   
Name: Laura Pierce-Marcus  
Title: EVP Finance & Admin.

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

**WHEREAS**, Allegra Holdings LLC, a Michigan limited liability company, having a place of business at 47585 Galleon Drive, Plymouth, Michigan 48170 ("Assignor"), is the sole and exclusive owner of the marks and the trademark registrations and applications described on Schedule A attached hereto and made a part hereof (hereinafter the "Marks"); and

**WHEREAS**, Signs & Graphics Holdings LLC, a Michigan limited liability company, having a place of business at 47585 Galleon Drive, Plymouth, Michigan 48170 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Marks.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Marks, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including all common law rights and any and all registrations and applications including, but not limited, to those on the attached Schedule A, and including the right to sue and recover for any past, present and future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

**AND**, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned.












**IN TESTIMONY WHEREOF**, Assignor has executed this Assignment by its proper officers thereunto duly authorized.



**ASSIGNOR:**

**Allegra Holdings LLC**  
a Michigan limited liability company

By:   
Name: Michael G. Marcantonio  
Title: CEO  
Date: 12/31/16

**SCHEDULE A**

SIGN EXPRESS LOGO	Hong Kong	Registered	B00812/1994	May 19, 1992
SIGNS NOW	United States	Registered	2121506	December 16, 1997
SIGNS NOW	International - Madrid Protocol	Registered	1038540	January 28, 2010
SIGNS NOW	Japan	Registered	1038540	January 28, 2010
SIGNS NOW	Switzerland	Registered	1038540	January 28, 2010
SIGNS NOW	Australia	Registered	1038540	October 20, 2010
SIGNS NOW	United States	Registered	3818351	July 13, 2010
SIGNS NOW	Canada	Registered	TMA765179	April 28, 2010
	Colombia	Registered	179283	August 31, 1995
	European Community	Registered	13532	November 24, 1998
	Hong Kong	Registered	B2503	April 25, 1995
	Hong Kong	Registered	B8368	April 25, 1995
	Brazil	Registered	818541407	November 4, 1997
	Australia	Registered	A548422	January 7, 1991
	United States	Registered	1622804	November 13, 1990
	Malaysia	Registered	94003892	August 23, 2004
	Malaysia	Registered	94003893	August 9, 2002
	New Zealand	Registered	206910	March 26, 1996
	Canada	Registered	TMA430899	July 29, 1994

SIGNS NOW MATCHMAKER	United States	Cancelled	3763223	March 23, 2010
SIGNS NOW!	United Kingdom	Registered	1350109	July 2, 1988
SIGNS NOW!	Honduras	Registered	3967	January 24, 1997
SIGNS NOW!	United States	Cancelled	1632526	January 22, 1991
SIGNS NOW!	Pakistan	Pending		
STAND OUT	United States	Registered	2943685	April 26, 2005
STAND OUT IN A CROWDED WORLD	United States	Registered	2595745	July 16, 2002
THE SIGNERY	United States	Registered	1426087	January 20, 1987
	United States	Registered	1996871	August 27, 1996
	New Zealand	Registered	206911	July 26, 1996
WEEDER	United States	Registered	2692901	March 4, 2003