# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM415410

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DocuLex, LLC		04/15/2014	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Astria Solutions Group, LLC	
Street Address:	2165 Technology Drive	
City:	Schenectady	
State/Country:	NEW YORK	
Postal Code:	12308	
Entity Type:	Limited Liability Company: NEW YORK	

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

Property Type	Number	Word Mark
Registration Number:	4062655	ARCHIVE STUDIO
Registration Number:	4086396	DOCULEX WEBSEARCH

## **CORRESPONDENCE DATA**

Fax Number: 3038630223

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: 3038639700

Email: mtrudell@sheridanross.com

**Correspondent Name:** Miriam D. Trudell / Antonio G. Vann

Address Line 1: 1560 Broadway, Suite 1200

Address Line 2: Sheridan Ross P.C.

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	5842-220
NAME OF SUBMITTER:	Antonio G. Vann
SIGNATURE:	/Antonio Vann/
DATE SIGNED:	02/08/2017

**Total Attachments: 6** 

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#### EXHIBIT B

# Intellectual Property Assignment

# INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement ("Assignment") is entered into as of the 15th day of April, 2014, by and between DocuLex, LLC and Protected Trust, LLC, each a Florida limited liability company with its principal office at 199 Avenue B NW. Suite 240, Winter Haven, Florida 33881 (collectively, "Assignor") and Astria Solutions Group, LLC, a New York limited liability company with its principal office at 2165 Technology Drive, Schenectady, New York 12308 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain asset purchase agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor agreed to transfer and assign, and Assignee agreed to purchase and accept from Assignor, certain assets:

WHEREAS, the acquired assets include, among other things, certain marks, trade dress, and trademark registrations set forth on <u>Exhibit A</u> attached hereto, together with the goodwill of the business, goods and services connected with and symbolized by the subject marks and trade dress, (the "Marks") and certain copyrights, works, and copyright registrations set forth on <u>Exhibit B</u> attached hereto (the "<u>Works</u>", and collectively with the Marks, the "<u>IP Rights</u>");

WHEREAS, Assignor desires to assign its right, interest and title in the IP Rights to Assignee and Assignee desires to acquire the entire right, title and interest in and to the IP Rights; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the IP Rights, Assignor desires to execute this Assignment in favor of Assignee.

NOW THEREFORE, in exchange for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

#### 1 Assignment of Marks:

1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest, whether grounded in common law, state law or federal law, or otherwise, in and to the Marks in the United States and all jurisdictions outside the United States, together with all goodwill of the business, goods and/or services connected with and symbolized by the Marks and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Marks, (including, without limitation, the right to renew any existing registrations of the Marks, the right to apply for registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been enjoyed by Assignee had it been the original owner of the Marks.

1.2 Assignor authorizes the (Assistant) Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and any

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#### ASSET PURCHASE AGREEMENT

counterpart of jurisdictions outside the United States, to record the assignment and transfer of the registrations and/or applications for registration, as applicable, for the Marks to Assignee as assignee of Assignor's entire right, title and interest therein.

- 1.3 The rights transferred by this Assignment include the right to bring all legal actions related to the Marks and registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.
- 2. Assignment of Copyrights. Except for the Source Code for Websearch 5.0 as listed in the Excluded Assets in Schedule 1.02 of the Agreement (the "Source Code 5.0") and any works based on, derived from, or incorporating all or any parts of Source Code 5.0 (the "Derivative Works), Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, its entire right, title and interest in and to the Copyrights in the Purchased Assets ("the Copyrights") and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Copyrights, and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights, and in and to all rights corresponding to the foregoing throughout the world, for the life of the Copyrights in the work, and all such rights in and to the works. This ownership of Copyrights shall cover not only the final version of any such work, but shall cover as well all drafts, notes, and other preparatory documents.
- 3. <u>Assumption of IP Rights</u>. Assignee hereby accepts the foregoing Assignment and hereby covenants and agrees with the Assignor that the Assignee will perform and observe all of the Assignor's obligations under the IP Rights arising from and after the date hereof, in accordance with the Agreement.
- 4. <u>Documentation</u>. Assignor agrees to cooperate with Assignee in executing any and all papers and documents requested by Assignee, now or in the future, that confer or aid in conferring ownership in the IP Rights to Assignee, and taking reasonable actions that are necessary to secure for Assignee or its designee the rights herein assigned, all at Assignee's expense. As owner of the IP Rights, Assignee shall have the right to register the IP Rights, in its name or any other name not associated with Assignor, in all countries and to dispose of said rights in all countries and in all languages.
- 5. <u>Effective Date and Term</u>. This Assignment is duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously therewith.
- 6. Governing Law: Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). If initiated by Parent or Seller, any legal suit, action or proceeding arising out of or based upon this Assignment may be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the city of Albany, New York and county of Albany, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If initiated by Buyer, any legal suit, action or proceeding arising out of or based upon this Assignment may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the city of Tampa, Florida and county of

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Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. A signed copy of this Assignment 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 Assignment.
- 8. Non-Waiver/Severability. A waiver by either party of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any subsequent breach by a party. Each provision of this Assignment shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.
- 9. Entire Agreement: Amendment. This Assignment is subject to all of the terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. Nothing in this Assignment is intended to modify or supersede any of the provisions of the Agreement. This Assignment shall not be amended or modified except by a writing signed by the parties hereto.

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

ASSIGNOR:

DOCULEX, LLC, a Florida limited liability company

By: PROTECTED TRUST, LLC, a Florida limited liability company, its member

Ву: \_\_\_\_

Name: Gene Ingram Leedy

Title: President and Chief Executive Officer

and

PROTECTED TRUST, LLC, a Florida limited liability company

By:

Name: Gene Ingram Leedy

Title: President and Chief Executive Officer

ASSIGNEE:

ASTRIA SOLUTIONS GROUP, LLC, a New York limited liability company

By:

Name: Thomas Franceski

Title: President and Chief Executive Officer

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#### **EXHIBIT A**

#### TO

# INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

### Copyrights

Seller has no registered copyrights.

#### **Domain Names**

- 1. ACCESSDOCULEX.COM
  - See attached domain name registration information from GoDaddy.com.
- 2. CONTENTMANAGEMENTCORNER.COM
  - See attached domain name registration information from GoDaddy.com.
- 3. DOCULEX.COM
  - See attached domain name registration information from GoDaddy.com.
- 4. DOCULEX.NET
  - See attached domain name registration information from GoDaddy.com.
- 5. DOCULEX-USA.COM
  - See attached domain name registration information from GoDaddy.com.
- 6. DOCULEXLEGAL.COM
  - See attached domain name registration information from GoDaddy.com.
- 7. DOCUMENTMANAGEMENTCORNER.COM
  - See attached domain name registration information from GoDaddy.com.

#### Marks

- 1. ARCHIVE STUDIO
  - See attached mark information from US Patent & Trademark Office (USPTO).
- 2. DOCULEX WEBSEARCH
  - See attached mark information from US Patent & Trademark Office (USPTO).

#### **Patents**

Seller has no patents pending or granted.

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U.S. Reg. No.	Mark	Goods / Services
4,062,655	ARCHIVE STUDIO	International Class 35: Business management services in the fields of enterprise-wide document management, business process work-flow, records management, email archiving and distributed or centralized image capture
4,086,396	DOCULEX WEBSEARCH	International Class 9: computer software programs designed to scan, capture, and store documents for archival storage and retrieval

**RECORDED: 02/08/2017** 

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