

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900393064		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QCSI, Inc.		01/25/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Manchester Industries, Inc. of Virginia		
Street Address:	200 Orleans Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23231		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2463416	QUICK CHANGE	
CORRESPONDENCE DATA			
Fax Number:	7037707901		
<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:	(703)770-7900		
Email:	docket_ip@pillsburylaw.com		
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 1:	P.O. BOX 10500		
Address Line 4:	MCLEAN, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	021781-0000037		
NAME OF SUBMITTER:	Kathryn Seeman		
SIGNATURE:	/Kathryn Seeman/		
DATE SIGNED:	03/14/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 25, 2017, is made by QCSI, Inc., ("**Assignor**"), a State of Michigan corporation, located at 40 Monument Road, Suite 200, Bala Cynwyd, PA 19004, in favor of Manchester Industries, Inc. of Virginia ("**Assignee**"), a Virginia corporation, located at 200 Orleans Street, Richmond, VA 23231.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Electronic Transmission. A signed copy of this Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

QCSI, Inc.

By: Michael S. Gadd

Name: Michael S. Gadd
Title: Senior Vice President, General Counsel,
and Corporate Secretary

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
QUICK CHANGE	2463416	06/26/2001