

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANYON SOLUTIONS INC.		04/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDLAND CHALK, LLC		
Street Address:	333 Mamaroneck Avenue #137		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10605		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3205949	PURESEND	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<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:	203.498.4347		
Email:	fduffin@wiggins.com		
Correspondent Name:	Francis J. Duffin, Wiggins and Dana LLP		
Address Line 1:	One Century Tower, P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	04/13/2017		
Total Attachments: 5			
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source=PURESEND#page5.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is entered into as of April 1, 2017, by and between LANYON SOLUTIONS INC., a Delaware limited liability company ("Seller") and MIDLAND CHALK, LLC ("Purchaser"). Purchaser has purchased certain assets of Seller pursuant to an Asset Purchase Agreement by and between Purchaser and Seller, dated as of the date of this Agreement (the "Purchase Agreement").

Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller exclusively related to the Business (as defined in the Purchase Agreement).

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, conditions, agreements hereinafter expressed and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Assignment.

1.1. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, sets over, assigns, and delivers, and agrees to irrevocably convey, transfer, set over, assign, and deliver, to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in, to and under the following, but only to the extent related exclusively to the Business (the "Assigned IP"):

1.1.1. all registered and unregistered trademarks, service marks, trade names, trade dress, logos, insignias, designs exclusively related to the Business (as defined in the Purchase Agreement) and other proprietary interests therein, together with the goodwill associated therewith ("Trademarks"), including, without limitation, the trademark listed in Schedule A hereto;

1.1.2. any and all published or unpublished works of authorship, including registered and unregistered copyrights in both published works and unpublished works (including, for avoidance of doubt, works made for hire, computer software, source code, object code, data, audiovisual works, collective works, compilations, derivative works, literary works, and sound recordings) and all rights of attribution and integrity and other moral rights of an author of any such works exclusively related to the Business ("Copyrights");

1.1.3. any and all know-how, data, and/or confidential, proprietary, and/or trade secret information, if any, relating to the Copyrights exclusively related to the Business;

- 1.1.4. all domain names, Internet addresses, uniform resource locators (URLs), and social media user names exclusively related to the Business and all rights therein (the "Domain Names");
 - 1.1.5. exclusively with respect to the Business, all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including: (i) the right to file and prosecute patent applications and seek and obtain patents on all Inventions; (ii) the right to prosecute, hold, and control the Patents; (iii) the right to claim priority from any Patent and file patent applications claiming such priority; (iv) the right to file and prosecute copyright applications and seek, obtain, hold, and control copyright registrations for the Copyrights; (v) the right to prepare derivative works from the Copyrights; and (vi) the right to control and use any and all know-how, data, and/or confidential, proprietary, and/or trade secret information, if any, relating to the Patents, to the Inventions, or to the Copyrights;
 - 1.1.6. 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 rights listed in 1.1.1 through 1.1.5; and
 - 1.1.7. any and all claims and causes of action, with respect to any of the foregoing rights listed in 1.1.1 through 1.1.6, 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.
 - 1.2. The foregoing right, title, and interest is and shall be held and enjoyed by Purchaser and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Seller had this assignment not been made.
2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials throughout the world to record and register this IP Assignment upon request by Purchaser. At the request of Purchaser, Seller agrees to execute, acknowledge and deliver assignments of the Assigned IP on appropriate forms to satisfy any requirements as may be prescribed by the applicable agency or authority or, in the absence of any requirements, as may be appropriate under the circumstances. At the request of Purchaser, Seller agrees to take all other actions as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained in this Assignment. Seller will not assume any expense on behalf of Purchaser without the Purchaser's prior written approval for these Recordation and Further Actions. Purchaser will reimburse Seller for any costs and expenses paid by Seller to government agencies in performing any of the foregoing actions in this Section 2.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms and conditions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment shall in all respects be construed in accordance with and governed by the substantive laws of the State of Delaware, without reference to its choice of law rules.

IN WITNESS WHEREOF, a duly authorized representative of each of the parties hereto has executed this Agreement effective as of April 1, 2017.

LANYON SOLUTIONS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

MIDLAND CHALK, LLC, a New York limited liability company

By: _____

Name: _____

Title: _____


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LANYON SOLUTIONS, INC., a Delaware
corporation

By: _____
Name:
Title:

MIDLAND CHALK, LLC, a New York limited
liability company

By: 
Name: CLIFF SELTZER
Title: MEMBER AND MANAGER

Schedule A to Intellectual Property Assignment Agreement

PureSend Service Mark
Serial Number: 78853135
Registration Number: 3205949