# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432298

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lexmark International Technology Sàrl		06/20/2017	Société À Responsabilité Limitée: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Kofax International Switzerland Sàrl
Street Address:	Avenue Louis Casaï 18
City:	Genève
State/Country:	SWITZERLAND
Postal Code:	1209
Entity Type:	Société À Responsabilité Limitée: SWITZERLAND

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2654779	ACUO TECHNOLOGIES
Registration Number:	4088403	ACUOVISION
Registration Number:	4030257	PERCEPTIVE SOFTWARE

### **CORRESPONDENCE DATA**

Fax Number: 9498556371

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: 9498551246

Email: lblosky@stetinalaw.com WILLIAM J. BRUCKER **Correspondent Name:** 

Stetina Brunda Garred & Brucker Address Line 1:

Address Line 2: 75 Enterprise, Suite 250

Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	KOFAS020T/021T/KOFAX022T
NAME OF SUBMITTER:	William J. Brucker
SIGNATURE:	/William J. Brucker/
DATE SIGNED:	06/22/2017

**Total Attachments: 4** 

source=LITSarl - KISSarl Trademark Assignment#page1.tif

source=LITSarl - KISSarl Trademark Assignment#page2.tif source=LITSarl - KISSarl Trademark Assignment#page3.tif source=LITSarl - KISSarl Trademark Assignment#page4.tif

#### Trademark Assignment

This Trademark Assignment, effective as of the date of the last signature hereto ("Effective Date"), by and between Lexmark International Technology Sarl, a Swiss limited liability company whose full post office address is ICC Bloc A - CP 508, 20, Route de Pré-Bois, CH - 1215 Geneve 15, Switzerland ("Assignor"), and Kofax International Switzerland Sarl, a limited liability company whose full post office address is Avenue Louis Casaï 18, 1209 Genève, Switzerland ("Assignee").

WHEREAS Assignor and Assignee have implemented a demerger process, effective as of 19 May 2017, according to which Assignor transferred its Enterprise Software activities to Assignee (in accordance with the terms of the demerger agreement dated as of 14 March 2017).

WHEREAS, the parties note that Assignor is the owner of certain trademarks, as listed herein on Schedule A attached hereto including the registrations and applications therefore (collectively, the "Trademarks"), and, as such Trademarks concern the Enterprise Software activities acquired by Assignee, Assignee is desirous of acquiring all right title and interest to said Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

- 1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right title and interest in and to the Trademarks, together with all corresponding goodwill and any and all other rights and privileges provided under the laws of all relevant jurisdictions, including, including without limitation the laws of the United States, of the various U.S. states, of the various U.S. Territories and of foreign (i.e., non-US) jurisdictions with respect to the Trademarks, including the laws of unfair competition.
- Assignor further grants, conveys and assigns to Assignee all right, title and interest in and to
  any and all proceeds, causes of action and rights of recovery for past, current and future infringement or
  misappropriation of any of the Trademarks.
- This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and same original.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the parties hereto, have caused this Trademark Assignment to be duly executed as of the date last signed below.

Lexmark International Technology Sarl  By:	Date: <u>J. J. J</u>
Kofax International Switzerland Sarl	
By:	Date: 20 JUNE 2017
Name: filmico's fexula	
Title: MANUAGING OFFICER	

Francois Feuillet
Director, VP International Initiatives
Kofax S. a. r. I. Geneva
18. Avenue Louis-Casai Geneva CH-1209 Switzerland

# Schedule A

ACUO TECHNOLOGIES	38	United States of America	76002896	2000-03-17	2654779	2002-11-26
ACUOVISION	24	United States of America	77870372	2009-1111	4088403	2012-01-17
CLARON	23	Brazil	912666507	2017.04-11		
CLARON	42	Brazii	912586612	2017-04-11		
CLARON	os.	Mexico	1873084	\$017.03.31		
CLARON	42	Mexico	1873087	2017-03-31		
CLARON	9, 42	Swizerand	54078/2017	301703.30		
MAGENOW	Ø	European Union	6488423	2007-12-05	6488423	2003 11.00
MAGENOW	33	United Arab Emistes	83506	2008-07-3-	825599	2008-09-22
INCONTEXT	<b>.</b>	Chim <b>s</b>	8368155	2010-06-07	8368155	2011-06-21
INCONTEXT	¥	South Africa	2010/08719	2010-04-28	2010/08719	2011-10-11
MCCN1EXT	14	United Arab Emirates	141700	2012 04 27		
WOW	33	Australia	1300409	3798-08-70	1300409	10 × 60 × 60 × 60 × 60 × 60 × 60 × 60 ×
MOW	Ø	China	7544597	2009-07-15		
WOW	œ	European Union	8270241	2008-04-30	8270241	27 - 4807
MOW	on.	Japan	2009-037616	2009-05-21	5273498	3009-10-18
No.	8	Reput four Korea		2008-05-21	4.00858E+12	2011 03:22

Page 3 of 4

NOW	න	United Arab Emirates	128585	2009-05-24		
PERCEPTIVE SOFTWARE	9, 42	United States of America	77666522	2009-02-09	4030257	2011-09-27
WYWWW		European Union 7275697 2008-09-30	in Union 7275697		7276697 2009-05-21	2009-06-31

**RECORDED: 06/22/2017**