

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/19/2017		
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: 1			
Property Type	Number	Word Mark	
Serial Number:	87337408	CLARON	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<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:	949-855-1246		
Email:	lblosky@stetinalaw.com		
Correspondent Name:	William J. Brucker		
Address Line 1:	Stetina Brunda Garred & Brucker		
Address Line 2:	75 Enterprise, Suite 250		
Address Line 4:	Aliso Viejo, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	KOFAS-001T		
NAME OF SUBMITTER:	William J. Brucker		
SIGNATURE:	/William J. Brucker/		
DATE SIGNED:	06/26/2017		
Total Attachments: 4			
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Confirmation of Trademark Assignment

This Confirmation of Trademark Assignment, effective as of the date of 19 May 2017 ("Effective Date"), by and between Lexmark International Technology Sàrl, a Swiss limited liability company whose full post office address is ICC Bloc A – CP 508, 20, Route de Pré-Bois, CH – 1215 Genève 15, Switzerland ("Assignor"), and Kofax International Switzerland Sàrl, a limited liability company whose full post office address is Avenue Louis Casai 18, 1209 Genève, Switzerland ("Assignee").

WHEREAS, Assignor, as the owner of the trademarks listed herein on Schedule A attached hereto including the registrations and applications therefore (collectively, the "Trademarks"), and in accordance with a demerger process effective on the Effective Date, has assigned to Assignee 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 and confirm as follows:

1. Assignor confirms the assignment and transfer 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.

2. Assignor further confirms the granting, conveyance and assignment to Assignee of 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.

3. This Confirmation of 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 Confirmation of Trademark Assignment to be duly executed as of the date last signed below.

Lexmark International Technology Sàrl

By: [Signature]

Date: 20 June 2017

Name: Kai Wegener

LEXMARK International Technology Sàrl
ICC Bloc A - CP 508
20, Route de Pré-Bois
CH - 1215 - Genève

Title: Director

Kofax International Switzerland Sàrl

By: [Signature]

Date: 20 June 2017

Name: François Feuillet

Title: MANAGING OFFICER

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

Schedule A

Mark	Class	Country	Application No.	Application Filing Date	Registration No.	Registration Date
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REDACTED

CLARON

9, 42

United States of
America

87/337,408

2017-02-16

REDACTED

Mark	Class	Country	Application No	Application Filing Date	Registration No	Registration Date
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REDACTED

AMENDMENT TO CONFIRMATION OF TRADEMARK ASSIGNMENT

This amendment ("Amendment"), effective as of 19 May 2017, is by and between Lexmark International Technology Sàrl, a Swiss limited liability company whose full post office address is ICC Bloc A – CP 508, 20, Route de Pré-Bois, CH -125 Geneve 15, Switzerland ("Assignor") and Kofax International Switzerland Sàrl, a Swiss limited liability company whose full post office address is Avenue Louis Casai, 1209 Genève, Switzerland ("Assignee").

WHEREAS, Assignor and Assignee have executed an agreement entitled Confirmation of Trademark Assignment ("Agreement") dated 19 May 2017 confirming the assignment of certain trademarks, trademark registrations and trademark applications owned by Assignor to Assignee; and

WHEREAS, this parties wish to amend the Agreement to modify certain provisions to the Agreement;

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

1. Defined terms utilized herein shall have the meanings ascribed thereto in the Agreement unless otherwise expressly defined herein.
2. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions are hereby ratified and shall continue in full force and effect.
3. The term "Swiss" is hereby added between the second instance of "a" and the second instance of "limited liability company" in the introductory paragraph of the Agreement.
4. A new Paragraph 4 is hereby added to the Agreement as follows:

With regard to the assignment of U.S. Trademark Application No. 87/337,408 for the mark CLARON identified in Schedule A herein, such application pertains to the Enterprise Software activities representing a portion Assignor's ongoing and existing business as of the Effective Date and such Enterprise Software activities acquired by Assignee as successor in accordance with the demerger process effective on the Effective Date.

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

ASSIGNOR
Lexmark International Technology Sàrl

By: [Signature]

Print Name: Kai Wagener

Title: Director

Date: 23. June 2017

ASSIGNEE
Kofax International Switzerland Sàrl

By: [Signature]

Print Name: Francois Feuillet

Title: MANAGING OFFICER

Date: 23. June 2017

Lexmark International Technology Sàrl
ICC Bloc A - CP 508
20, Route de Pré-Bois
CH - 1215 - Geneve

Francois Feuillet
Gérant/Managing Officer
Kofax International Switzerland Sàrl
Avenue Louis Casai 18
1209 Genève
Switzerland