

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KobellSystems, Inc.		06/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CERTICA SOLUTIONS, INC.		
<b>Street Address:</b>	301 Edgewater Place		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4421700	ITEMLOGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2672000744		
<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>			
<b>Phone:</b>	2128082700		
<b>Email:</b>	rizzosd@pepperlaw.com		
<b>Correspondent Name:</b>	Pepper Hamilton LLP		
<b>Address Line 1:</b>	620 EIGHTH AVENUE		
<b>Address Line 2:</b>	37TH FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	136051.10		
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo		
<b>SIGNATURE:</b>	/Samantha Rizzo/		
<b>DATE SIGNED:</b>	06/27/2017		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of June 23, 2017, is made by KobellSystems Inc., a Delaware corporation (“**Seller**”), in favor of Certica Solutions, Inc., a Delaware corporation (“**Buyer**”), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and among Seller, Kevin Campbell and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, free and clear of any Liens other than Permitted Liens, all right, title and interest in, to and under the Acquired Assets, including but not expressly limited to, the Seller Intellectual Property, and has agreed to execute and deliver this IP Assignment and such other IP Transfer Agreements as are necessary to vest in Buyer, all right, title and interest in, to and under the Seller Intellectual Property, and, as applicable, for recording with Governmental Entities, including, but not expressly limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution and performance of the Asset Purchase Agreement, Buyer’s payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in, to and under the following assets:

(a) any patents and patent applications (including those set forth on **Schedule 1(a)** hereto) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof which have been or shall be issued in the United States and all foreign countries on the inventions to the full end of the term or terms for which the patents may be granted, as fully and entirely as the same would have been held by the undersigned Seller had this IP Assignment not been made; and specifically including all rights of priority created by such patents under any treaty, convention or law relating thereto;

(b) any trademark registrations and applications and any unregistered trademarks (including those set forth on **Schedule 1(b)** hereto) together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, and any trade name registrations and applications, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions, and renewals thereof;

(c) any and all materials, including works of authorship, expressions and designs, considered copyrightable subject matter, whether or not the subject matter of copyright registrations or copyright applications;

(d) any copyright registrations, applications for registration, exclusive copyright licenses and unregistered copyrights and all issuances, extensions and renewals thereof;

(e) any and all potentially patentable technology for which patent applications have not yet been filed;

(f) any and all trade secrets and/or unregistered intellectual property of Seller, regardless of whether or not the same have been described herein or otherwise disclosed to Buyer;

(g) 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;

(h) any and all goodwill, licenses and sublicenses granted and obtained, and other Contracts and contract rights with respect to any and all of the foregoing;

(i) all other Seller Intellectual Property, including, without limitation, the domain names set forth on **Schedule 1(i)** hereto;

(j) 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

(k) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall execute any documents, files, registrations, or other similar items as Buyer may reasonably request to ensure that the Seller Intellectual Property is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded, altered, modified or expanded hereby but shall remain in full force and effect to the full extent provided therein and that this IP Assignment

shall be subject to the terms and provisions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

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. Amendment. This IP Assignment may not be altered, modified, or amended except by a written instrument signed by each of the parties hereto.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Delaware.

[Signature Page Follows]

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

SELLER:

KobellSystems Inc.

By: Kevin Campbell  
Name: Kevin Campbell  
Title: President

Address for Notices:  
613 Caleb Drive  
Chesapeake, VA 23322

AGREED TO AND ACCEPTED:

BUYER:

Certica Solutions, Inc.

By: Mark Rankovic  
Name: Mark Rankovic  
Title: President & CEO

Address for Notices:  
301 Edgewater Place, Suite 110 Wakefield,  
Massachusetts 01880  
Attn: President & CEO  
Facsimile: (781) 245-4132  
E-Mail: mrankovic@certicasolutions.com

**Schedule 1(a)**

**Patents and Patent Applications**

None

**Schedule 1(b)**

**Trademarks**

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL.</u> <u>NO.</u>	<u>FILING</u> <u>DATE</u>	<u>REG.</u> <u>NO.</u>	<u>REG.</u> <u>DATE</u>	<u>STATUS</u>	<u>CLASS</u>
US	ITEMLOGIC	85/879851	03/19/2013	4421700	10/22/2013	REGISTERED.	9



**Schedule 1(i)**

**Domain Names**

ilogi.cc

itemlogic.com