

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3M Company		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Neology, Inc.		
Street Address:	12760 Danielson Ct., Suite A		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4154417	ELEMENT	
Registration Number:	2578687	FEDERAL APD	
Registration Number:	2573398	POSI DRIVE	
Registration Number:	2472252	SCAN NET	
Registration Number:	4038865	SIRIT	
Registration Number:	4251932	SPEEDSPIKE	
Registration Number:	2655468	TICKET SPITTER	
CORRESPONDENCE DATA			
Fax Number:	6192350398		
<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:	619.515.3288		
Email:	pamela.lawson@procopio.com		
Correspondent Name:	Noel C. Gillespie - Procopio		
Address Line 1:	525 B Street, Suite 2200		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Pamela E. Lawson		
SIGNATURE:	/Pamela E. Lawson/		
DATE SIGNED:	07/25/2017		

OP \$190.00 4154417

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 30, 2017, is entered into by and between 3M Company, a Delaware corporation ("Seller"), and Neology, Inc., a Delaware corporation ("Buyer" and, together with Seller, the "Parties").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of May 4, 2017 (the "APA"), pursuant to which Seller has agreed to sell and transfer, and cause the Selling Subsidiaries to sell and transfer, to Buyer, and Buyer has agreed to purchase and assume from Seller and the Selling Subsidiaries, the Transferred Assets and the Assumed Liabilities;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the APA, Buyer has agreed to purchase and accept and Seller has agreed to sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in and to the Trademarks identified in Appendix A hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment**. Seller does hereby sell, assign and transfer unto Buyer all of Seller's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limiting the generality of the foregoing, the right to sue and collect any damage awards in connection with the infringement thereof, proceeds, or royalties with respect thereto, all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for the Trademarks as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. **Chain of Title Issues**. The Parties acknowledge that Seller is unable to perfect the title to the Trademarks in Appendix A having a Legal Owner other than 3M Company. Accordingly, Seller is not able to execute recordable assignments for these Trademarks.

3. **Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE APA, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, TITLE OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

4. **General Provisions**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. This Agreement, Appendix A hereto and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the

event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

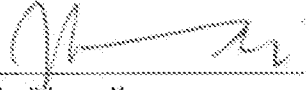
5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of 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 Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

6. **Counterparts.** This Agreement may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

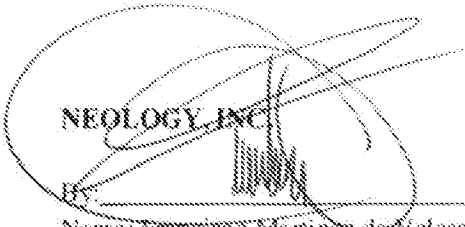
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

3M COMPANY

By: 
Name: John L. Riccardi
Title: Vice President

[Signature Page to Trademark Assignment Agreement]


NEOLOGY, INC.
By _____
Name: Francisco Martinez de Velasco
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

APPENDIX A

Trademark Name	Country	Application#	Application Date	Registration#	Registration Date	Legal Owner
AUTOPLATE	European Union	4558987	2005-07-25	4558987	2007-03-08	3M Company
BOSS	United Kingdom	2528462	2009-10-12	2528462	2010-04-16	PIPS TECHNOLOGY LIMITED
CITICOMP	Brazil	816701989	1992-06-11	816701989	1994-03-08	3M Company
ELEMENT	United States	77715045	2009-04-17	4154417	2012-06-05	3M Company
FEDERAL APD	Australia	614958	1993-10-28	614958	1993-10-28	3M Company
FEDERAL APD	Brazil	816743444	1992-06-15	816743444	1993-11-03	3M Company
FEDERAL APD	Chile	578422	2002-08-20	646188	2002-10-21	FEDERAL APD INCORPORATED
FEDERAL APD	Mexico	124914	1991-10-21	407407	1992-09-03	3M Company
FEDERAL APD	Mexico	339013	1998-07-08	569124	1998-09-30	3M Company
FEDERAL APD	Taiwan	84007635	1995-02-22	712404	1996-04-01	3M Company
FEDERAL APD	United States	76325179	2001-10-16	2578687	2002-06-11	3M Company
FEDERAL APD	Venezuela	1992-009907	1992-05-14	F-170731	1994-10-07	3M Company
FEDERAL APD DE BRAZIL	Brazil	816743452	1992-06-15	816743452	1999-11-30	3M Company
FEDERAL APD DE CHILE	Chile	578423	2002-08-20	646189	2002-10-21	3M Company
FEDERAL APD DE MEXICO.	Mexico	124916	1991-10-21	407408	1992-09-03	3M Company
FEDERAL APD DE VENEZUELA	Venezuela	1992-009905	1992-05-14	D-032366	1994-07-10	3M Company
FEDERAL APD SCAN	Chile	567564	2002-11-05	1150548	2003-01-13	3M Company
IDRIS	Australia	1063424	2005-07-05	1063424	2005-07-05	3M Company
IDRIS	European Union	1542232	2000-03-01	1542232	2001-03-21	3M Company
IDRIS	United Kingdom	1531403	1993-03-30	1531403	1995-11-24	Diamond Consulting Services Limited
IDRIS TECHNOLOGY	Benelux	1101996	2006-01-27	791075	2006-01-27	3M Company
M-BOSS	United Kingdom	2238464	2000-07-06	2238464	2000-12-15	PIPS TECHNOLOGY LIMITED
MAKING RFID WORK	Canada	1386551	2008-03-07	TMA771013	2010-06-30	3M Company
MAKING RFID WORK	European Union	7369283	2008-11-05	7369283	2009-11-10	3M Company
PAGIS	European Union	4333621	2005-03-07	4333621	2006-02-06	3M Company
PAGIS	United Kingdom	2369518	2004-07-30	2369518	2004-07-30	PIPS TECHNOLOGY LIMITED
PIPS	European Union	3186145	2003-04-25	3186145	2004-09-08	3M Company
PIPS	United Kingdom	2285797	2001-11-16	2285797	2002-10-04	PIPS TECHNOLOGY LIMITED
POSI DRIVE AND DESIGN	United States	76239249	2001-04-12	2573398	2002-05-28	3M Company
SCAN	Mexico	124915	1991-10-21	454854	1994-03-22	3M Company
SCAN NET	United States	75778674	1999-08-19	2472252	2001-07-24	3M Company
SIRIT	Canada	1386550	2008-03-07	TMA755467	2009-12-16	3M Company
SIRIT	European Union	7369358	2008-11-05	7369358	2009-09-02	3M Company

SIRIT	United States	77/564182	2008-09-08	4038865	2011-10-11	3M Company
SPEEDSPIKE	European Union	8160509	2009-03-17	8160509	2009-10-07	3M Company
SPEEDSPIKE	United States	77/667941	2009-02-11	4251932	2012-12-04	3M Company
TICKET SPITTER	United States	76/056217	2000-05-24	2655468	2002-12-03	3M Company
VISION BEYOND SIGHT	Canada	1243161	2005-01-11	TMA703974	2006-01-04	3M Company