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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM436602

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|--|
| Aptuit, LLC | | 07/16/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| Name: | Aptuit Global LLC | | |
|-----------------|-------------------------------------|--|--|
| Street Address: | Two Greenwich Office Park | | |
| City: | Greenwich | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06831 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 3776308 | APTUIT |
| Registration Number: | 3897582 | APTUIT INDIGO |

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02199-3600

| ATTORNEY DOCKET NUMBER: | 8286-662 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | Catherine Murray |
| SIGNATURE: | /cmurray/ |
| DATE SIGNED: | 07/26/2017 |

Total Attachments: 5

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> TRADEMARK REEL: 006116 FRAME: 0842

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), with effective date as of July 16, 2017 (the "<u>Effective Date</u>"), by and among:

- (A) APTUIT, LLC, a limited liability company incorporated under the laws of the State of Delaware (the "Assignor"), with an office at Two Greenwich Office Park, Greenwich, Connecticut 06831; and
- (B) APTUIT GLOBAL LLC, a limited liability company incorporated under the laws of the State of Delaware (the "<u>Assignee</u>"), with an office at Two Greenwich Office Park, Greenwich, Connecticut 06831.

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Assignment and Assumption Agreement, with effective date as of July 16, 2017, between Aptuit, LLC and Aptuit Global LLC (the "A&A Agreement").

RECITALS

WHEREAS, the Assignor has adopted and used and is using in commerce the marks set forth in the attached <u>Schedule A</u> (collectively, the "<u>Marks</u>"); and

WHEREAS, pursuant to the A&A Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Section 1. Effective as of the Effective Date, the Assignor hereby assigns to the Assignee all rights, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, all common law rights associated therewith, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks.
- Section 2. Effective as of the Effective Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks being assigned to the Assignee in accordance with Schedule A.
- Section 3. Following the Effective Date, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

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TRADEMARK REEL: 006116 FRAME: 0844 Section 4. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the A&A Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the A&A Agreement in any manner whatsoever. In the event of any conflict or other difference between the A&A Agreement and this Agreement, the provisions of the A&A Agreement shall control.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

| "Assignor" |
|--|
| APTUIT, LLC |
| Name: John Fikre Title: Ett, General Counsel |
| |
| [Jurisdiction] |
| City County |
| On this 19 day of July, 2017, before me, the undersigned notary public, Month |
| personally appeared John Fikre, |
| Name(s) of Signer(s) |
| proved to me through satisfactory evidence of identification, which was/were divers license. |
| Description of Evidence of Identity |
| to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose. |
| Rebecca Tomsky Title of Office Tomsky |
| Rebecca Tomsky Notary Public-Connecticut My Commission Expires July 31, 2018 Title of Office Connecticut Connecticut Connecticut |
| |
| Signature of Notary Public |

Place Notary Seal and/or Stamp above

| ACCEPTED: |
|--|
| "Assignee" |
| By: Name: John Fikre Title: Ext, General Counsel |
| [Jurisdiction] |
| Greenwich, Fourfield, ss. City County |
| On this $\frac{19}{\text{Day}}$ day of $\frac{100}{\text{Month}}$, 2017, before me, the undersigned notary public, |
| personally appeared Tohn Fikre Name(s) of Signer(s) |
| proved to me through satisfactory evidence of identification, which was/were |
| to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose. |
| Rebecca Tomsky Notary Public-Connecticut My Commission Expires July 31, 2018 as notary public for Title of Office Connecticut |
| Signature of Notary Public |

Place Notary Seal and/or Stamp above

Schedule A

| Mark | Country | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|---------------|------------------------|------------|------------|-----------|-----------|------------|
| APTUIT | United States | Registered | 78/657790 | 6/24/2005 | 3776308 | 4/13/2010 |
| APTUIT | China | Registered | 4787272 | 7/19/2005 | 4787272 | 2/28/2009 |
| APTUIT | China | Registered | 5214936 | 3/15/2006 | 5214936 | 6/14/2009 |
| APTUIT | China | Registered | 5545292 | 8/16/2006 | 5545292 | 10/7/2009 |
| APTUIT | China | Registered | 5214937 | 3/15/2006 | 5214937 | 9/14/2009 |
| APTUIT | Canada | Registered | 1263980 | 6/28/2005 | 786129 | 12/30/2010 |
| APTUIT | India | Registered | 1427920 | 3/14/2006 | 1427920 | 2/23/2008 |
| APTUIT | United Kingdom | Registered | 2395909 | 6/30/2005 | 2395909 | 7/25/2008 |
| APTUIT | South Korea | Registered | 200515018 | 6/29/2005 | 41140725 | 11/24/2006 |
| APTUIT | Taiwan | Registered | 94030648 | 6/27/2005 | 1221906 | 8/1/2006 |
| APTUIT | Japan | Registered | 2005057937 | 6/27/2005 | 4920147 | 1/6/2006 |
| APTUIT | Singapore | Registered | T0511305C | 7/1/2005 | T0511305C | 6/6/2006 |
| APTUIT | Switzerland | Registered | 553272005 | 1/29/2005 | 547635 | 7/4/2006 |
| APTUIT | European Union | Registered | 4539573 | 6/29/2005 | 4539573 | 9/18/2008 |
| APTUIT INDIGO | United States | Registered | 77/287437 | 9/24/2007 | 3897582 | 12/28/2010 |
| APTUIT INDIGO | Canada | Registered | 1387981 | 3/11/2008 | 818642 | 2/28/2012 |
| APTUIT INDIGO | India | Registered | 1668192 | 3/24/2008 | 1668192 | 03/31/2009 |
| APTUIT INDIGO | Taiwan | Registered | 97011120 | 3/14/2008 | 1359303 | 4/16/2009 |
| APTUIT INDIGO | WIPO (IR) | Registered | A0011711 | 3/13/2008 | 989500 | 1/29/2009 |
| APTUIT INDIGO | Switzerland (IR) | Registered | A0011711 | 3/13/2008 | 989500 | 1/29/2009 |
| APTUIT INDIGO | China (IR) | Registered | A0011711 | 3/13/2008 | 989500 | 1/29/2009 |
| APTUIT INDIGO | European Union (IR) | Registered | A0011711 | 3/13/2008 | 989500 | 1/29/2009 |
| APTUIT INDIGO | Singapore (IR) | Registered | A0011711 | 3/13/2008 | 989500 | 1/29/2009 |

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RECORDED: 07/26/2017