

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBM Canon LLC		07/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Aspencore, LLC		
Street Address:	c/o Arrow Electronics, Inc.		
Internal Address:	9201 E. Dry Creek Road		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0837172	EDN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(303) 473-2873		
Email:	docket@hollandhart.com		
Correspondent Name:	Larry H. Tronco		
Address Line 1:	Holland & Hart LLP		
Address Line 2:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
NAME OF SUBMITTER:	Larry H. Tronco		
SIGNATURE:	/LARRY H. TRONCO/		
DATE SIGNED:	08/07/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into and effective as of the 29th day of July, 2016 (the “**Effective Date**”), by and between UBM Canon LLC, a limited liability company organized under the laws of Delaware (“**Assignor**”), and Aspencore, LLC, a limited liability company organized under the laws of Delaware (“**Assignee**”).

WITNESSETH

WHEREAS, Assignor owns all right, title, and interest in and to certain intellectual property included within the Assigned Intellectual Property, including but not limited to the trademarks, service marks, and domain names listed or referred to in Exhibit A (such Assigned Intellectual Property, collectively, the “**Intellectual Property**”); and

WHEREAS, pursuant to the Purchase Agreement, dated May 27, 2016 (the “Purchase Agreement”), by and among Assignor, Assignee, Arrow Electronics Asia (S) Pte Ltd., Arrow Asia Pac Limited, Arrow Electronics, Inc., UBM Asia B.V., and UBM LLC, Assignor has agreed to assign such Intellectual Property to Assignee and Assignee desires to acquire such Intellectual Property.

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

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the Intellectual Property, including the goodwill associated therewith, to be held by Assignee, its successors and assigns, as fully and entirely as the same would have been held by Assignor had this assignment not been made, including Assignor’s right, title, and interest in and to all causes of action and enforcement rights for the Intellectual Property, including all rights for past, present, and future damages, injunctive relief, and other remedies for past, present, and future infringement of the Intellectual Property.

2. Further Assurances. Assignor hereby agrees to perform all acts reasonably necessary, including execution of all papers reasonably necessary, to vest in Assignee, or to its successors and assigns, the rights hereby transferred.

3. Defined Terms. Capitalized terms which are used but not otherwise defined in this Agreement will have the meaning ascribed to such terms in the Purchase Agreement.

4. Amendments. This Agreement may be amended, modified or supplemented only by an instrument in writing signed by Assignor and Assignee.

5. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to any applicable principles of conflicts of law that might require the application of the laws of any other jurisdiction.

6. Assignment. Assignee, without Assignor's prior consent, shall have the right to assign this Agreement and Assignee's rights hereunder to any of its affiliates or if Assignee transfers substantially all of its assets to, acquires, or merges with another company. This Agreement will be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Conflict. The assignment and assumption of the Intellectual Property made hereunder is made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, and agreements contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Purchase Agreement or the survival thereof.

8. Notices. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 9.04 of the Purchase Agreement. Any party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other parties in the manner specified in Section 9.04 of the Purchase Agreement.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, all of which together will constitute one and the same agreement. A signed copy of this Agreement 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 Agreement.

11. No Third Party Beneficiary. This Agreement is intended solely for the benefit of the parties and their successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity not a party to this Agreement.

12. Interpretation. Assignor and Assignee have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. Entire Agreement. This Agreement and the Purchase Agreement and the exhibits and the documents referred to in the Purchase Agreement, embody the entire agreement and

understanding of the parties hereto in respect of the transactions contemplated hereby and supersede all prior agreements and understandings between the parties with respect thereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

UBM CANON LLC,
as Assignor

By: *Charmaine M. Molliey*
Name: *Charmaine Molliey*
Title: *Vice President & Secretary*

ASPENCORE, LLC,
as Assignee


By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

UBM CANON LLC,
as Assignor

By: _____
Name:
Title:

ASPENCORE, LLC,
as Assignee

By:  _____
Name: Gregory Tarpinian
Title:

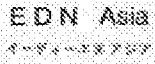
[Signature Page to IP Assignment Agreement]

EXHIBIT A

Intellectual Property

Trademarks

	Country	Mark	Status	App. No.	Reg. No.	Class/Goods/Services	Next Due Date
1.	European Community	EDN	No Action - Registered (NOTE: 03/08/16 Received J. Blank instructions to let lapse.)	206904	206904	<p>Class 16 Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book-binding materials; photographs; stationery; adhesives for stationery or household purposes; artists' material; paintbrushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks; coated paper and paper boards; uncoated paper and paper boards; carbonless copying paper; packages; containers and cartons made of paper and/or of paper boards; school supplies; writing pads; envelopes; binders; notebooks; files (office requisites); folders (stationery); portfolios; paper board merchandise displays; index cards and dividers; book covers; report covers; carton blanks; cartons; packaging materials; books; pamphlets; photographs; reproductions of images; copying materials.</p> <p>Class 35 Advertising; business management; business administration; office functions; promotional services; publicity services; business services; distribution of samples; document reproduction; marketing services; office machines and equipment rental; organization of exhibitions for commercial or advertising purposes; photocopying; word processing; desktop publishing; research and information services relating to any of the aforesaid services.</p>	Oct-31-2016 Renewal Grace Period

						Class 42 Legal services; scientific and industrial research; computer programming; professional consultancy services; design services; draughtsman's services; computerized research and information services; leasing access time to a computer database; printing services; photography; production of images; providing of food and drink; temporary accommodation; medical, hygienic and beauty care.	
2.	Italy	EDN	Registered	24654-C/88	1281986	Class 16 [Description of goods unavailable.]	Oct-06-2018 Renewal Deadline
3.	United States of America	EDN	Registered	72/258154	837172	Class 16	Oct-17-2017 Section 8 & 9 Renewal Deadline
4.	European Community	EDN	Registered	206904	206904	Classes 16, 35, 42	[_ - _ - _] Renewal Deadline
5.	Japan	EDN ASIA (in English and Katakana) 	Registered	H03-119336	2667234	Class 16 Printed matter; paintings and calligraphic works; photographs; photograph stands.	May-31-2024 Renewal Deadline

