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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM443664

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Presstek, LLC		09/11/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Southern Lithoplate Inc.		
Street Address:	P.O. Box 9400		
City: Wake Forest			
State/Country: NORTH CAROLINA			
Postal Code:	27588		
Entity Type:	Corporation: NORTH CAROLINA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	86311721	GEMPLATE
Serial Number:	86970751	NYTRO

### **CORRESPONDENCE DATA**

Fax Number:

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:** 8047751675

**Email:** evoorheis@mcguirewoods.com

Correspondent Name: Emily S. Voorheis

**Address Line 1:** 800 East Canal Street, Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Emily S. Voorheis	
SIGNATURE:	/Emily S. Voorheis/	
DATE SIGNED:	09/19/2017	

### **Total Attachments: 5**

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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective September 11, 2017 by and between Presstek, LLC, a Delaware limited liability company ("Presstek"), Anocoil, LLC, a Delaware limited liability company ("Anocoil" and together with Presstek, collectively referred to herein as "Assignor"), and Southern Lithoplate Inc., a North Carolina corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (as defined below); and

WHEREAS, Assignee desires to acquire and Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks together with all the goodwill of the business connected with the use of and symbolized by the Trademarks (hereinafter referred to as the "Goodwill") and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

- 1. In connection with the Asset Purchase Agreement entered into by Presstek and Assignee dated September 11, 2017 (the "Asset Purchase Agreement"), for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, conveys, sets over, grants and transfers to Assignee, without reservation of rights, title or interest, all of Assignor's claims, rights, title and interest Assignor has or may have throughout the world in and to the registered trademarks listed on Appendix A, together with the Goodwill (the "Trademarks"), under the laws of the United States, any other country, or any treaty regime, including all common law rights associated with the Trademarks, to be held and enjoyed by Assignee for its own use and benefit as such rights would have been held and enjoyed by Assignor had this Assignment not been made, and all claims, proceeds, damages or profits, due or to become due, accrued or to accrue, and causes of action, related to past, present and future infringement of said Trademarks.
- 2. Anocoil has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and vlidly authorized.
- 3. Assignor shall furnish Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in Assignee. Promptly upon the request of the other party, Assignor and Assignee shall each execute and deliver to the other such further assurances and take such further actions as may be reasonably required or appropriate to perfect the transfer of the Trademarks to Assignee and otherwise carry out the intent and purpose of this Assignment.
- 4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent and trademark offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
- 5. This Agreement and any claim, dispute, remedy, or legal action or proceeding arising from or relating to this Agreement, any relief or remedies sought by any parties hereto, and the rights and obligations of the parties hereunder shall be governed by and construed and enforced

TRADEMARK REEL: 006154 FRAME: 0749 in accordance with the substantive laws of the State of Delaware, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

6. This Agreement, together with the Asset Purchase Agreement, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written agreement executed by both parties. If any legal action is brought to construe or enforce any provision of this Agreement, the parties shall conduct such legal action and proceedings pursuant to Sections 7.07 and 7.08 of the Asset Purchase Agreement.

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By signing below, the parties hereto agree to and execute this Agreement.

# **ASSIGNOR:**

PRESSTEK, LLC
By:  Name: DAVID BUSESE  Title: COO
ANOCOIL, LLC
By:  Name: Barin BUTESE  Title: Coo
ASSIGNEE:
SOUTHERN LITHOPLATE INC.
By:
Name: Edward A. Casson, III
Title: Chief Executive Officer

By signing below, the parties hereto agree to and execute this Agreement.

ASSIG	NOR:
PRES	STEK, LLC
Ву:	
Name: Title:	
ANOC	COIL, LLC
Ву:	
Name: Title:	
ASSIC	GNEE:
sout	HERN LITHOPLATE INC.

Name: Edward A. Casson, III Title: Chief Executive Officer

# APPENDIX A

# **TRADEMARKS**

No.	Owner	Trademarks	Country	Registration #	Registration Date
1.	Presstek, LLC	GemPlate	United States	86/311,721	April 4, 2017
2.	Presstek, LLC	Nytro	United States	86/970,751	April 11, 2016
3.	Anocoil, LLC	Nu-Vio	United States	85/690,339	December 17, 2013
4.	Anocoil, LLC	Verti	United States	85/314,291	January 29, 2013

**RECORDED: 09/19/2017** 

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