

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell and Howell, LLC		07/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fluence Automation LLC		
Street Address:	760 South Wolf Road		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2139583	WINSORT	
Registration Number:	2671377	FLEXISORT	
Registration Number:	3046489	MMT SABRE	
Registration Number:	2583054	CRITERION	
Registration Number:	2748175	JETSTAR	
Registration Number:	3320432	WAYMARK	
Registration Number:	3819256	CRITERION APEX	
Registration Number:	3667500	NETSORT	
Registration Number:	2770371	PUREVISION	
Registration Number:	4184468	DIGITAL CO-MINGLE	
CORRESPONDENCE DATA			
Fax Number:	9194190383		
<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:	919-493-8000		
Email:	general@jwth.com		
Correspondent Name:	Jeffrey L. Wilson		
Address Line 1:	3015 Carrington Mill Boulevard		
Address Line 2:	Suite 550		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		

CH \$265.00 2139583

TRADEMARK

NAME OF SUBMITTER:	Jeffrey L. Wilson
SIGNATURE:	/Jeffrey L. Wilson/
DATE SIGNED:	09/20/2017
Total Attachments: 14 source=Intellectual Property Assignment (Executed) - USPTO TM#page1.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page2.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page3.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page4.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page5.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page6.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page7.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page8.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page9.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page10.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page11.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page12.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page13.tif source=Intellectual Property Assignment (Executed) - USPTO TM#page14.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”), is entered into as of July 31, 2017, by and between Bell and Howell, LLC, a Delaware limited liability company (“Assignor”), and Fluence Automation LLC, a Delaware limited liability company (“Buyer”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, Assignor and Buyer are parties to that certain Asset Purchase Agreement, dated as of July 26, 2017 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Buyer, and Buyer wishes to acquire from Assignor all right, title and interest in any Intellectual Property (as defined in the Purchase Agreement) of Assignor used solely in or related solely to the Business (as defined in the Purchase Agreement), including all registrations and applications for Intellectual Property set forth on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
ASSIGNMENT**

Section 1.1 Assignment of Intellectual Property Assets. Assignor hereby transfers, conveys, assigns and delivers to the Buyer, and Buyer hereby accepts, as applicable, from Assignor, all of Assignor’s right, title and interest in and to (a) all trademark registrations and applications and all goodwill associated therewith; (b) all pending patent applications and registered patents; (c) all copyright registrations; and (d) all Internet domain name registrations; in each case as set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by written agreement of the parties hereto), including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect (collectively, the “Assigned Intellectual Property”), for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the exclusive rights to (i) bring actions, defend against or otherwise recover for infringements or other impairments of such Assigned Intellectual Property, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Assigned Intellectual Property, (ii) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) any other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Assignor hereby authorizes the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Buyer as the assignee and owner of the Assigned Intellectual Property as set forth on Schedule I.

ARTICLE II ADMINISTRATION

Section 2.1 Further Assurances. Assignor shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Buyer at Buyer's expense to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (c) obtaining any additional protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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Schedule I

Assigned Intellectual Property

SORTING PATENTS

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-8021	063288-8021	Pending	US	15/438,425		2/21/2017			
063288-5132	063288-5132	Pending	US	14/757,837	US-2016-0332467-A1	12/23/2015			
063288-8018	063288-5132	Pending	US	62/305,637		3/9/2016			
063288-8020	063288-5132	Pending	EP	15202933.6		12/29/2015			
063288-8033	063288-0874	Pending	US	15/356,194		11/18/2016			1/16/2034
063288-0921	063288-0911	Registered/Issued	US	13/459,721	US-2012-0296467-A1	4/30/2012	9,156,063	10/13/2015	8/27/2031
063288-0901	063288-0882	Registered/Issued	US	12/882,755	US-2011-0066281-A1	9/15/2010	8,457,782	6/4/2013	5/15/2031
063288-0880	063288-0880	Registered/Issued	US	12/581,523	US-2011-0089089-A1	10/19/2009	8,311,668	11/13/2012	12/24/2031
063288-0876	063288-0876	Registered/Issued	US	12/546,152	US-2011-0047100-A1	8/24/2009	8,793,197	7/29/2014	7/11/2030
063288-0899	063288-0874	Registered/Issued	US	12/781,412	US-2010-0292833-A1	5/17/2010	8,433,438	4/30/2013	5/17/2030
063288-0926	063288-0874	Registered/Issued	US	13/849,843	US-2013-0218327-A1	3/25/2013	8,560,115	10/15/2013	6/28/2031
063288-0893	063288-0866	Registered/Issued	US	12/716,644	US-2010-0228387-A1	3/3/2010	8,301,297	10/30/2012	4/19/2031
063288-0886	063288-0858	Registered/Issued	US	12/640,445	US-2010-0161111-A1	12/17/2009	8,311,662	11/13/2012	1/6/2027
063288-0679	063288-0835	Registered/Issued	US	11/019,676	US-2005-0146089-A1	12/23/2004	7,735,827	6/15/2010	4/7/2026
063288-0652	063288-0829	Registered/Issued	US	10/857,182	US-2005-0025340-A1	6/1/2004	7,394,914	7/1/2008	5/10/2029
063288-0826	063288-0823	Registered/Issued	US	12/212,312	US-2009-0071730-A1	9/17/2008	7,858,889	12/28/2010	2/23/2031
063288-0814	063288-0811	Registered/Issued	US	12/427,211	US-2009-0283453-A1	4/21/2009	8,748,768	6/10/2014	11/14/2030

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-0856	063288-0809	Registered/Issued	US	12/467,893	US-2009-0319324-A1	5/18/2009	8,249,997	8/21/2012	3/20/2030
063288-0815	063288-0807	Registered/Issued	US	12/466,007	US-2009-0287742-A1	5/14/2009	8,326,898	12/4/2012	3/7/2027
063288-0816	063288-0805	Registered/Issued	US	12/466,713	US-2009-0218262-A1	5/15/2009	8,977,385	3/10/2015	8/11/2030
063288-0781	063288-0781	Registered/Issued	US	12/003,274	US-2009-0159509-A1	12/21/2007	8,150,547	4/3/2012	2/4/2029
063288-0747	063288-0747	Registered/Issued	US	11/656,012	US-2008-0173714-A1	1/22/2007	8,485,425	7/16/2013	7/25/2027
063288-0692	063288-0677	Registered/Issued	US	11/199,259	US-2006-0108266-A1	8/9/2005	7,741,575	6/22/2010	8/30/2026
063288-0794	063288-0677	Registered/Issued	US	12/078,499	US-2008-0179225-A1	4/1/2008	8,063,332	11/22/2011	7/30/2026
063288-0857	063288-0677	Registered/Issued	US	12/467,043	US-2009-0294338-A1	5/15/2009	8,129,646	3/6/2012	10/5/2027
063288-0688	063288-0642	Registered/Issued	US	11/150,295	US-2006-0102531-A1	6/13/2005	7,659,487	2/9/2010	12/14/2027
063288-0685	063288-0599	Registered/Issued	US	11/081,847	US-2005-0216118-A1	3/17/2005	7,745,754	6/29/2010	4/11/2021
063288-0260	063288-0462	Registered/Issued	US	09/774,432	US-2001-0032881-A1	1/30/2001	6,510,992	1/28/2003	1/30/2021
063288-0535	063288-0462	Registered/Issued	US	10/351,409	US-2003-0111524-A1	1/27/2003	6,793,136	9/21/2004	11/8/2025
063288-0407	063288-0394	Registered/Issued	US	10/463,310	US-2004-0069691-A1	6/17/2003	7,498,539	3/3/2009	6/17/2023
063288-0716	063288-0394	Registered/Issued	US	11/341,476	US-2006-0124514-A1	1/30/2006	7,259,346	8/21/2007	6/17/2023
063288-0743	063288-0394	Registered/Issued	US	11/656,404	US-2007-0119757-A1	1/23/2007	7,396,011	7/8/2008	1/25/2019
063288-0380	063288-0262	Registered/Issued	US	10/072,791	US-2002-0079637-A1	2/8/2002	6,644,659	11/11/2003	1/25/2019
063288-0646	063288-0262	Registered/Issued	US	10/683,254	US-2004-0056410-A1	10/10/2003	7,168,700	1/30/2007	8/12/2017
063288-0254	063288-0254	Registered/Issued	US	08/909,640		8/12/1997	6,311,892	11/6/2001	8/12/2017
063288-0346	063288-0254	Registered/Issued	US	09/949,201	US-2004-0211838-A1	9/7/2001	6,964,367	11/15/2005	8/12/2017
063288-0379	063288-0254	Registered/Issued	US	09/957,203		9/20/2001	6,575,358	6/10/2003	11/14/2017

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-0174	063288-0174	Registered/Issued	US	08/970,797		11/14/1997	6,019,364	2/1/2000	
063288-0769	063288-0769	Registered/Issued	US	11/848,136	US-2009-0057207-A1	8/30/2007	7,834,289	11/16/2010	2/14/2029
063288-0749	063288-0749	Registered/Issued	US	11/710,911	US-2008-0208370-A1	2/27/2007	7,631,869	12/15/2009	4/26/2027
063288-0690	063288-0680	Registered/Issued	US	11/340,835	US-2006-0201348-A1	1/27/2006	7,987,141	7/26/2011	12/13/2026
063288-0666	063288-0598	Registered/Issued	US	10/867,939		6/15/2004	7,840,414	11/23/2010	1/6/2027
063288-0262	063288-0262	Registered/Issued	US	09/237,214		1/25/1999	6,354,583	3/12/2002	1/25/2019

PARCEL PATENTS

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-8024	063288-0923	Pending	US	15/144,318	US-2016-0251103-A1	5/2/2016			
063288-0928	063288-0923	Registered/Issued	US	14/043,259	US-2014-0096900-A1	10/1/2013	9,352,872	5/31/2016	2/17/2034
063288-0930	063288-0923	Registered/Issued	EP	13187382.0	2716560	10/4/2013	2716560	7/29/2015	10/4/2033
063288-8002	063288-0923	Registered/Issued	DE	13187382.0		10/4/2013	2716560	7/29/2015	10/4/2033
063288-8003	063288-0923	Registered/Issued	FR	13187382.0		10/4/2013	2716560	7/29/2015	10/4/2033
063288-8005	063288-0923	Registered/Issued	IT	13187382.0		10/4/2013	2716560	7/29/2015	10/4/2033
063288-8006	063288-0923	Registered/Issued	GB	13187382.0		10/4/2013	2716560	7/29/2015	10/4/2033
063288-0602	063288-0580	Registered/Issued	EP	04252165.8	1466830	4/13/2004	1466830	11/29/2006	4/13/2024
063288-0602	063288-0580	Registered/Issued	DE	04252165.8		4/13/2004	1466830	11/29/2006	4/13/2024
063288-0602	063288-0580	Registered/Issued	FR	04252165.8		4/13/2004	1466830	11/29/2006	4/13/2024
063288-0602	063288-0580	Registered/Issued	IT	04252165.8		4/13/2004	1466830	11/29/2006	4/13/2024
063288-0639	063288-0580	Registered/Issued	US	10/745,157	US-2004-0244913-A1	12/23/2003	7,121,311	10/17/2006	12/23/2023
063288-0946	063288-0946	Pending	US	15/069,165	US-2016-0263623-A1	3/14/2016			
063288-8022	063288-0946	Pending	EP	16160131.5	3067847	3/14/2016			
063288-8029	063288-0946	Unfiled	DE	16160131.5	3067847	3/14/2016			
063288-8030	063288-0946	Unfiled	FR	16160131.5	3067847	3/14/2016			
063288-8031	063288-0946	Unfiled	GB	16160131.5	3067847	3/14/2016			

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-8032	063288-0946	Unfiled	IT	16160131.5	3067847	3/14/2016			
063288-0945	063288-0945	Pending	US	14/886,549	US-2016-0052659-A1	10/19/2015			
063288-8014	063288-0945	Pending	EP	15190609.6		10/20/2015			
063288-8008	063288-0942	Pending	EP	15183294.6	2998234	9/1/2015			

TRADEMARKS

Bell & Howel Ref.	Matter No.	JWTH Ref.	Status	Country	Application Type	Serial No.	Filing Date	Title	Registration No.	Issue Date
063289-0011	063289-0011	1174/458 CA	Registered/Issued	CA	With Priority	0824769	10/1/1996	WINSORT	TMA510995	4/16/1999
063289-0038	063289-0038	1174/458	Registered/Issued	US	ITU - Priority Founding	75/092,964	4/23/1996	WINSORT	2,139,583	2/24/1998
063289-0064	063289-0064	1174/458 JP	Registered/Issued	JP	With Priority	112097/1996	10/2/1996	WINSORT	4130003	3/27/1998
063289-0065	063289-0065	1174/458 EP	Registered/Issued	EU	With Priority	000347542	10/7/1996	WINSORT	347542	11/24/1998
063289-0102	063289-0102	1174/409 EP	Registered/Issued	EU	With Priority	000961078	10/20/1998	M SERIES MULTI-TIER BIN SYSTEM	000961078	5/5/2000
063289-0364	063289-0364	1174/373	Registered/Issued	US	ITU - Priority Founding	76/276,321	6/25/2001	FLEXISORT	2,671,377	1/7/2003
063289-0365	063289-0365	1174/423	Registered/Issued	US	Priority Founding	75/882,896	12/29/1999	MMT SABRE	3,046,489	1/17/2006
063289-0402	063289-0402	1174/347	Registered/Issued	US	ITU - Priority Founding	75/848,212	11/12/1999	CRITERION	2,583,054	6/18/2002
063289-0462	063289-0462	1174/405	Registered/Issued	US	ITU - Priority Founding	76/276,356	6/25/2001	JETSTAR	2,748,175	8/5/2003
063289-0577	063289-0577	1174/401 DE	Registered/Issued	DE	Priority Founding	30357242	11/6/2003	INTELLISTAR	30357242	1/9/2004
063289-0607	063289-0607	1174/457	Registered/Issued	US	ITU - Priority Founding	78/711,578	9/13/2005	WAYMARK	3,320,432	10/23/2007
063289-0618	063289-0618	1174/457 EP	Registered/Issued	EU	With Priority	004877577	2/2/2006	WAYMARK	004877577	3/5/2007
063289-0646	063289-0646	1174/348	Registered/Issued	US	Priority Founding	77/650,386	1/15/2009	CRITERION APEX	3,819,256	7/13/2010
063289-0647	063289-0647	1174/425	Registered/Issued	US	ITU - Priority Founding	77/451,658	4/18/2008	NETSORT	3,667,500	8/11/2009
063289-0657	063289-0657	1174/441	Registered/Issued	US	ITU - Priority Founding	78/122,692	4/18/2002	PUREVISION	2,770,371	9/30/2003
063289-0658	063289-0658	1174/441 CA	Registered/Issued	CA	With Priority	1154393	10/1/2002	PUREVISION	TMA629177	12/31/2004
063289-0659	063289-0659	1174/441 EP	Registered/Issued	EU	With Priority	002877470	10/1/2002	PUREVISION	002877470	2/26/2004
063289-0661	063289-0661	1174/348 EP	Registered/Issued	EU	With Priority	008353261	6/10/2009	CRITERION APEX	008353261	6/10/2009
063289-0671	063289-0671	1174/401 EP	Registered/Issued	EU	Priority Founding	3542214	11/14/2003	INTELLISTAR	003542214	3/30/2005
063289-0673	063289-0673	1174/354	Registered/Issued	US	ITU - Priority Founding	85/222,822	1/21/2011	DIGITAL CO-MINGLE (Supplemental Register)	4,184,468	7/31/2012

DOMAIN NAMES

Title	URL(s)	Registrar	Expiration Date	Owner
Domain	BBHNETSORT.COM	GoDaddy: 8352608	12/30/2015	Bell and Howell, LLC
Domain	VOTEBYMAIL.COM	GoDaddy: 8352608	5/17/2016	Bell and Howell, LLC
Domain	PARCELMGR.COM	GoDaddy: 8352608	7/16/2016	Bell and Howell, LLC

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Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-0865	063288-0865	Registered/Issued	US	12/406,553	US-2010-0236997A1	3/18/2009	8,507,821	8/13/2013	5/13/2030
063288-0813	063288-0810	Registered/Issued	US	12/426,484	US-2009-0287343A1	4/20/2009	8,392,337	3/5/2013	11/24/2030
063288-0712	063288-0677	Registered/Issued	EP	05025368.1	1659541	11/21/2005	1659541	7/11/2012	11/21/2025
063288-0712	063288-0677	Registered/Issued	DE	05025368.1		11/21/2005	1659541	7/11/2012	11/21/2025
063288-0712	063288-0677	Registered/Issued	GB	05025368.1		11/21/2005	1659541	7/11/2012	11/21/2025
063288-0508	063288-0508	Registered/Issued	US	10/151,708		5/17/2002	7,141,745	11/28/2006	10/16/2023
063288-0261	063288-0261	Registered/Issued	US	10/007,690	US-2003-0102374A1	12/4/2001	7,325,732	2/5/2008	3/1/2022

PARCEL PATENTS

Client Matter	Client Family	Status	Country	Application No.	Publication No.	Date Filed	Patent No.	Issue Date	Expiration Date
063288-8007	063288-0942	Pending	US	14/842,139	US-2016-0063770-A1	9/1/2015			