

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAF TECHNOLOGY, INC.		09/21/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Matthews International Corporation		
Street Address:	2 North Shore Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4283288	ARGOSY MOBILE	
Registration Number:	3803070	ARGOSY POST	
Registration Number:	4850620	SECURITY GUARD SECURE TRAC24	
Registration Number:	4968833	SMART MATCH	
Registration Number:	3805072	SMART MATCH	
Serial Number:	86733469	SMART SCRIPT	
Serial Number:	86746692	IMAGE CONTROL ENGINE	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		
NAME OF SUBMITTER:	Aparna NEMLEKAR		
SIGNATURE:	/Aparna NEMLEKAR/		
DATE SIGNED:	10/03/2017		

OP \$190.00 4283288

Total Attachments: 6

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Exhibit B

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of FEBRUARY 28, 2017, by and among between MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania corporation ("Buyer"), and RAF TECHNOLOGY, INC. a Washington State corporation ("Seller"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, contribute, convey, assign, transfer and deliver to Buyer all rights, titles and interests in and to the Intellectual Property of Seller used primarily in the operation of the Business (the "Assigned Intellectual Property"), and Buyer has agreed to purchase and acquire the Assigned Intellectual Property upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the parties desire to carry out the intent and purpose of the Asset Purchase Agreement by Seller's execution and delivery to Buyer of this Assignment evidencing the vesting in Buyer of the Assigned Intellectual Property, subject to the provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree hereby as follows:

Section 1. Upon the terms and conditions of the Asset Purchase Agreement, Seller hereby irrevocably sells, contributes, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, and Buyer hereby accepts from Seller, all of Seller's rights, titles and interests in and to the Assigned Intellectual Property, along with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Assigned Intellectual Property and due or payable to Seller as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Assigned Intellectual Property in Seller's possession or control, in accordance with the terms of the Asset Purchase Agreement.

Section 2. Seller hereby requests and authorizes the United States Patent and Trademark Office, the United States Copyright Office, the applicable internet domain name registration authority, and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, domain names or other Assigned Intellectual Property (as applicable), and to issue any and all patents, trademarks, copyrights, domain names or other Assigned Intellectual Property (as applicable) to Buyer, as assignee of the entire rights, titles and interests in and to the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Buyer shall have the right to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property.

Section 3. Without limitation of any other obligations of Seller set forth in the Asset Purchase Agreement, Seller hereby covenants that, from time to time after the delivery of this Assignment, at Buyer's request and without further consideration, Seller will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in Buyer any of the Assigned Intellectual Property, including assistance in the collection or reduction to possession of any such Assigned Intellectual Property, and including execution and delivery of all documents necessary to record in the name of Buyer any and all patents, trademarks, copyrights and domain names included in such Assigned Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar). Seller shall immediately deliver to Buyer all copies and tangible embodiments of all Assigned Intellectual Property.

Section 4. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Buyer and its successors and assigns, any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

Section 5. Subject to the terms of Section 11.2 of the Asset Purchase Agreement, this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, effective immediately upon its delivery to Buyer.

Section 6. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of Seller or Buyer set forth in the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Asset Purchase Agreement, the terms set forth in the Asset Purchase Agreement shall control.

Section 7. This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Laws of the State of Illinois as to all matters, including matters of validity, construction, effect, performance and remedies.

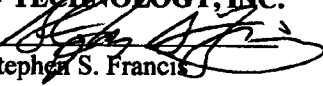
Section 8. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 9. This Assignment may be executed in one or more counterparts, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

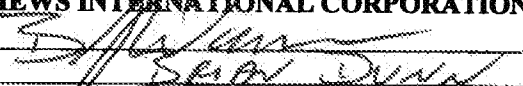
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

RAF TECHNOLOGY, INC.

By: 
Stephen S. Francis
President

MATTHEWS INTERNATIONAL CORPORATION

By: 
Name: BRIAN DINAL
Title: GROUP PRESIDENT

90503083.2 0029094-00042

9/21/17 See Attached Acknowledgment Comm# 2168639 Exp. 10/20/20
TRADEMARK

REEL: 006171 FRAME: 0124

FORM OF INDIVIDUAL ACKNOWLEDGMENT

Commonwealth of Pennsylvania

County of Allegheny

On this, the 22nd day of September, 2017, before me
Rozzanna J. Bonesso, the undersigned officer, personally
appeared Brian Dunn,
known to me (or satisfactorily proven) to be the person _____ whose name _____
_____ is subscribed to the within instrument, and acknowledged that
_____ he _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Rozzanna J. Bonesso
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rozzanna J. Bonesso, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Pennsylvania Association of Notaries

PAN 1 9-10

TRADEMARK
REEL: 006171 FRAME: 0125

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

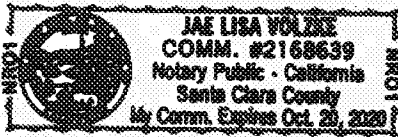
State of California

County of Santa Clara

On 9/21/17 before me, Jaelisa Volzke, Notary Public

personally appeared Stephen S. Francis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Jaelisa Volzke Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment

Document Date: 2/28/17 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen S. Francis Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney In Fact

Trustee Guardian of Conservator

Other:

Signer is Representing: