OP \$40.00 2575297

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM450232 Stylesheet Version v1.2

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

Corrective Assignment to correct the erroneously filed conveying party to the correct name Economic Research Services, Inc. previously recorded on Reel 006113 Frame 0086. Assignor(s) hereby confirms the Notice of Grant of Security Interest in Intellectual Property.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECONOMIC RESEARCH SERVICES, INC.		07/12/2017	Corporation:

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	20 KING STREET WEST, 4TH FLOOR, M5H IC4
City:	TORONTO
State/Country:	CANADA
Entity Type:	BANK: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2575297	MICRONOMICS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045777-0067
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	11/08/2017

Total Attachments: 31

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Versit	····			W	
SUBMISSION TYPE: NEW ASSIGNMENT					
NATURE OF CONVEYANCE: NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (FIRST LIEN)					
CONVEYING PAR	TY DATA				
Name	1		Formerly	Execution Date	Entity Type
ECONOMIC RES SOLUTIONS, INC				07/12/2017	Corporation:
RECEIVING PART	ΓΥ ΠΑΤΑ				
		NK (OF CANADA, AS COLI	LATERAL AGE	ENT
Street	20 KING S	TRE	ET WEST, 4TH FLOO	R. M5H IC4	
Address.	TORONTO				
State/Country:				***************************************	
	BANK: CAN	IAD	A		
			_		
PROPERTY NUM			-1r		7
Property Type	e Num	ber	<u> </u>	Vord Mark	
Registration Number:	25752	97	MICRONOMICS		Townstands
Address Line 1: Address Line 4: ATTORNEY DOCI NUMBER: DOMESTIC REPRES	KET		N CENTER DRIVE, 2011 I IESA, CALIFORNIA 9262 045777-0067		
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:		1			
NAME OF SUBMI	TTER:		KRISTIN J AZCONA		
Signature:			/KJA/		
Date:			07/25/2017		
Total Attachments: 29 source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page1.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page2.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page3.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page4.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page5.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page6.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page7.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page8.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page9.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page11.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page12.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page13.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page13.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page14.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page15.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page15.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual Property#page15.tif source=Project Komodo - Notice of Grant of Security Interest in Intellectual					

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ETAS ID: Receipt Date: Fee Amount:

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TM436417 07/25/2017 \$40

Return to ETAS home page

| .HOME | INDEX| SEARCH | BUSINESS | CONTACT US | PRIVACY STATEMENT

Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN COPYRIGHTS, PATENTS, AND TRADEMARKS, dated as of July 12, 2017 (this "Notice"), made by the undersigned entities (each a "Pledgor"), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agency and Security Agreement (First Lien), dated as of July 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency and Security Agreement"), among Exela Intermediate LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agency and Security Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agency and Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agency and Security Agreement did, and hereby does, assign, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Intellectual Property Collateral"):

(a)(i) any and all United States Patents of such Pledgor, including those patents and patent applications listed on <u>Schedule I</u>; (ii) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein; (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and (v) all other rights accruing thereunder or pertaining thereto throughout the world;

(b)(i) any and all United States Copyrights of such Pledgor; (ii) all registrations and applications for registration thereof in the United States, and the

right to obtain all renewals thereof, including those listed on Schedule II; (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and (v) all other rights accruing thereunder or pertaining thereto throughout the world; and

(c)(i) any and all Trademarks of the United States of America of such Pledgor; (ii) all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including those listed on Schedule III; (iii) all goodwill associated with or symbolized by the foregoing; (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (v) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof; and (vi) all other rights accruing thereunder or pertaining thereto throughout the world; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Collateral Agency and Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agency and Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Collateral Agency and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agency and Security Agreement, the terms of the Collateral Agency and Security Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON,

ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

TRANSCENTRA, INC.

By:

Name: Vik Negi Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

REGULUS GROUP LLC

Name: Vik

Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

J & B SOFTWARE, INC.

By: _____

Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

HOV SERVICES, INC.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

BANCTEC, INC.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

RUSTIC CANYON III, LLC

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

IBIS CONSULTING, INC.

By:

Name: Theresa Mohan

Title: Executive Vice President, General Counsel

and Secretary

REEL: 006200 FRAME: 0147

ECONOMIC RESEARCH SERVICES, INC.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

SOURCECORP, INCORPORATED

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

HOV SERVICES, LLC

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

SOURCEHOV LLC

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

SOURCECORP BPS INC.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

DOCUDATA SOLUTIONS, L.C.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

NOVITEX ENTERPRISE SOLUTIONS, INC.

Ву:__

Name: Theresa Mohan

Thursa 6

Title: Executive Vice President, General

Counsel and Secretary

REEL: 006200 FRAME: 0154

NOVITEX ACQUISITION, LLC

By:

Name: Theresa Mohan

Title: Executive Vice President, General

Thereson Shu

Counsel and Secretary

REEL: 006200 FRAME: 0155

HOVG, LLC

Ву

Name: Shrikant Sortur

Title: Senior Vice President Finance,

UNITED INFORMATION SERVICES, INC.

By:

Name: Shrikant Sortur

Title: Senior Vice President Finance,

Global

[Signature Page to Notice of Grant of Security Interest in Intellectual Property (First Lien)]

ROYAL BANK OF CANADA, as Collateral Agent,

By: _

me: Yvonne Bra

Title:

Manager, Agency Services

Schedule I

UNITED STATES PATENTS

Owner Entity	<u>Title</u>	Issuance Date	Pat. No.
BancTec, Inc.	System and Method for Characterizing a Scanned Image Artifact and	4/4/2012	8,804,201
BancTec, Inc.	Document Transport Having Selectable Speeds	10/29/2003	7,077,311
BancTec, Inc.	Ribbon Cartridge	6/2/2003	D488,185
BancTec, Inc.	Document Transport Pocket Tray	7/7/2004	D526,346
BancTec, Inc.	Document Feed Tray	8/17/2004	D525,290
BancTec, Inc.	Document Transport	10/8/2004	D519,547

UNITED STATES PATENT APPLICATIONS

Owner Entity	<u>Title</u>	Filing Date	<u>App No.</u>
Novitex Enterprise Solutions, Inc.	Process Re-Engineering Analysis	3/3/2015	14/637350
Novitex Enterprise Solutions, Inc.	Resource Physical Positioning Planning Tool		14/526,697
BancTec, Inc.	Document Processing System And Method For Associating Metadata With A Physical Document While	8/28/2014	14/471,881

Schedule II

U.S. Registered Trademarks and U.S. Trademark Applications

UNITED STATES TRADEMARK REGISTRATIONS

Owner Entity	<u>Mark</u>	Reg. Date	Reg. No.
BancTec, Inc.	BANCTEC	12/29/1981	1,183,583
BancTec, Inc.	PLEXUS (cl.9)	8/13/1985	1,353,824
BancTec, Inc.	PLEXUS (cl.9)	1/12/1993	1,745,580
BancTec, Inc.	FLOWARE	12/21/1993	1,812,804
BancTec, Inc.	BANCTEC (cl.9)	12/21/1999	2,301,836
BancTec, Inc.	BANCTEC (cl.35,37,42)	2/29/2000	2,323,353
BancTec, Inc.	READFIRST	7/11/2000	2,366,277
BancTec, Inc.	AP MASTER (cl.9)	9/4/2007	2,387,355
BancTec, Inc.	PAY COURIER	7/3/2001	2,466,765
BancTec, Inc.	TURBOTIME	11/30/2004	2,905,959
BancTec, Inc.	INTELLISCAN	8/1/2006	3,124,030
BancTec, Inc.	AP MASTER (cl.35)	9/4/2007	3,287,356
BancTec, Inc.	CENTERVISION	5/12/2009	3,619,725
BancTec, Inc.	iBPO	9/18/2012	4,209,727

UNITED STATES TRADEMARK REGISTRATIONS

Owner Entity	<u>Mark</u>	Reg. Date	Reg. No.
BancTec, Inc.	CLAIMPRECISE	4/9/2013	4,315,747
DocuData Solutions, L.C.	DOCUDATA	9/8/2009	3,678,162
Economic Research Services, Inc.	MICRONOMICS	6/4/2002	2,575,297
HOV Services, Inc.	LASON	9/22/1998	2,190,412
HOV Services, LLC	SCREEN 360	10/14/2008	3,517,695
HOV Services, LLC	S SCREEN 360 INTELLIGENT SEARCHES INTELLIGENT RESULTS INTELLIGENT DECISIONS	3/24/2009	3,594,752
HOVG, LLC	BAY AREA CREDIT SERVICE	12/4/2012	4,252,317
J & B Software, Inc.	TMS IMAGE	11/25/2003	2,785,815
J & B Software, Inc.	J&B SOFTWARE	3/8/2005	2,930,251
J & B Software, Inc.	JB SOFTWARE	1/23/2007	3,200,104
Novitex Acquisition, LLC	INTEGRATED DOCUMENT LIFE CYCLE	10/27/2015	4,843,047
Novitex Acquisition, LLC	NOVITEX ENTERPRISE SOLUTIONS	1/19/2016	4,889,926
Novitex Acquisition, LLC	IDLC	3/8/2016	4,914,308
Novitex Acquisition, LLC (by assignment from Pitney Bowes Management Services, Inc.)	DMAIL	8/11/2009	3,667,825
Novitex Enterprise Solutions, Inc.	INTELLIGENT OUTPUT BLUEPRINT	10/13/2015	4,830,428

UNITED STATES TRADEMARK REGISTRATIONS

Owner Entity	<u>Mark</u>	Reg. Date	Reg. No.
Regulus Group LLC	REGULUS	3/23/1999	2,233,195
Regulus Group LLC	TRANSACTIONS2	3/19/2002	2,550,030
Regulus Group LLC	REGULUS	4/6/2010	3,770,142
Rustic Canyon III, LLC	ACTIVE DNA	9/12/2006	3,142,518
Rustic Canyon III, LLC	ARCHIVE DNA	9/12/2006	3,142,519
Rustic Canyon III, LLC	DOCUMENT DNA	3/13/2007	3,218,370
Rustic Canyon III, LLC	DOCUMENT DNA INCREASING PRODUCTIVITY WITH DIGITAL NETWORK ACCES	3/13/2007 S	3,218,371
SourceCorp BPS, Inc.	DELIVEREX	10/6/1981	1,172,589
SOURCECORP, Incorporated	FASTRIEVE & Design	11/20/2001	2,508,964
SOURCECORP, Incorporated	RESOURCES. SOLUTIONS. RESULTS.	12/9/2003	2,792,728
SOURCECORP, Incorporated	SOURCECORP & Design	12/16/2003	2,795,958
SOURCECORP, Incorporated	SOURCECORP	3/2/2004	2,820,372
SOURCECORP, Incorporated	SOURCECORP & Design	8/8/2006	3,127,240
SOURCECORP, Incorporated	DELIVEREXPRESS	5/22/2007	3,244,887
SOURCECORP, Incorporated	DELIVEREXPLORER	5/22/2007	3,244,891
SOURCECORP, Incorporated	DELIVEREXCHANGE	10/30/2007	3,324,105

UNITED STATES TRADEMARK REGISTRATIONS

Owner Entity	<u>Mark</u>	Reg. Date	Reg. No.
SOURCECORP, Incorporated	LEXICODE	12/22/2009	3,727,422
SOURCECORP, Incorporated	ERS GROUP	12/22/2009	3,727,423
SOURCECORP, Incorporated	RUST	12/22/2009	3,727,495
SOURCECORP, Incorporated	KINSELLA MEDIA	7/20/2010	3,820,182
SOURCECORP, Incorporated	SOURCECORP RACSOURCE	3/22/2011	3,935,532
SourceHOV LLC	FRAUDEXCHANGE CONNECTING THE DOTS & Design	6/17/2008	3,451,155
SourceHOV LLC	SOURCEHOV	2/5/2013	4,286,551
SourceHOV LLC	MISC. Design (Bridge/Globe Logo)	2/26/2013	4,296,264

UNITED STATES TRADEMARK APPLICATIONS

Applicant Entity	<u>Mark</u>	Filing Date	App No.
Novitex Enterprise Solutions, Inc.	LEGAL LINK POWERED BY NOVITEX (and Design)	02/3/2017	87323392
Novitex Enterprise Solutions, Inc.	LEGAL LINK	02/3/2017	87323311
Novitex Enterprise Solutions, Inc.	LEGAL LINK POWERED BY NOVITEX (and Design)	2/3/2017	87323392

STATE TRADEMARK REGISTRATIONS

Owner Name	Trademark	State	Reg. Date	Reg. No.
HOV Services Inc.	SOURCEHOV	WY	9/26/2011	2011-

STATE TRADEMARK REGISTRATIONS

Owner Name	Trademark	State	Reg. Date	Reg. No.
				000608920
HOV Services, Inc.	HOV SERVICES/MERIDIAN	LA	1/6/2015	656252
HOV Services, Inc.	SOURCEHOV	ОН	11/8/2011	2060475
HOV Services, Inc.	SOURCEHOV	NE	9/21/2011	10152643
HOVG LLC	BAY AREA CREDIT SERVICE, LLC	WY	1/28/2011	2011- 000596224
HOVG, LLC	BAY AREA CREDIT SERVICE	AL	2/14/2014	114211
HOVG, LLC	BAY AREA CREDIT SERVICE, LLC	ND	4/13/2011	28538500
HOVG, LLC	BAY AREA CREDIT SERVICE, LLC	NE	2/25/2011	10145110
HOVG, LLC	BAY AREA CREDIT SERVICE	HI	2/7/2011	4091868
United Information Services, Inc.	SOURCEHOV	AZ	3/24/2014	593661

Schedule III

Registered Copyrights

UNITED STATES COPYRIGHTS

Claimant	Title	Registration No.	Registration Date	
BancTec, Inc.	Floware Software	TX000545958	1992	
BancTec, Inc.	The IMPAC software maintenance guide.	TX0001636172	8/14/1985	
BancTec, Inc.	Banker 80 II release 1.03.01 (ACS)	TXu000309069	8/14/1985	
BancTec, Inc.	Paige	VAu000312258	11/27/1998	
BancTec, Inc.	Stub character.	<u>VAu000312309</u>	11/27/1998	
BancTec, Inc.	Check character	VAu000312308	11/27/1998	
BancTec, Inc.	Qpipe, Ais.Qpipe, AisQpipe.Server, QPipeConfigure, QPipeConnect, QPipeService C#	TX0007349988	4/2/2010	
BancTec, Inc.	Q2KPipe Database	TX0007349991	4/2/2010	
BancTec, Inc.	Ais.Pipeline	TX0007349984	4/2/2010	
BancTec, Inc.	Qub, Q1500, MetroPCS, Qpepsi, Qtick, AdpativeSigDetect, AisImageDll	TX0007349966	4/2/2010	
BancTec, Inc.	QMaintainServer_C#, QMaintainClient_C#	TX0007349952	4/2/2010	
BancTec, Inc.	Qscreens, AA_FullKey, Ais.QFieldDef, Ais.QPageDef, DataBaseLookupCtrl, QScreenDef	TX0007349957	4/2/2010	
BancTec, Inc.	Qreview_C#, Ais.Qreview, Ais.Qreviewloader, Ais.Qreviewunloader, Qreview C# scripts, QreviewEditor C#	TX0007335413	4/2/2010	
BancTec, Inc.	Qclassify, Qorganize, Ais.Tesseract	TX0007358330	4/2/2010	
BancTec, Inc.	QFullPageParse	TX0007348886	4/2/2010	
BancTec, Inc.	Qfix	TX0007348826	4/2/2010	
BancTec, Inc.	QAutoLookup, AisFdxLibrary, DisGrapher, QFuzzyMatching	Tx0007335541	4/2/2010	
HOV Services, LLC	Report Logic	TX0007044228	3/23/2009	
HOV Services, LLC	Oasis	TXu001629704	3/29/2009	
HOV Services, LLC	Account Report Consolidation (ARC)/Claims Analytic Reporting System (CARS)	TXu001648927	4/16/2010	

UNITED STATES COPYRIGHTS

Claimant	Title	Registration No.	Registration Date
IBIS Consulting, Inc.	Forum '97sample code : Forum '97 IBIS demo.	TXu000804094	5/20/1997
IBIS Consulting, Inc.	IBIS Distributed Framework: version 2.0: Distributed Application Framework for Forte: version 2.0.	TXu000786803	7/21/1997
Ibis Consulting, Inc.	E-discovery: a newsletter for & about electronic discovery / from Ibis Consulting.	CSN0128367 TX0005115715 TX0005004934 TX0005004933	5/11/2000 6/12/2000 10/13/1999 10/13/1999 (serial publication)

TRADEMARK REEL: 006200 FRAME: 0166

RECORDED: 11/08/2017