

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comtech EF Data Corp.		07/20/2008	Corporation:
RECEIVING PARTY DATA			
Name:	MEMOTEC, INC		
Street Address:	44, Chipman Hill		
Internal Address:	Suite 1002		
City:	Saint-John, New Brunswick		
State/Country:	CANADA		
Postal Code:	E2L 4S6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2128248	NETPERFORMER	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612-336-5300		
Email:	kwebber@merchantgould.com		
Correspondent Name:	Brent E. Routman		
Address Line 1:	P.O. Box 2910		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0910		
DOMESTIC REPRESENTATIVE			
Name:	Brent E. Routman		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
NAME OF SUBMITTER:	Brent E. Routman		
SIGNATURE:	/Brent E. Routman/		
DATE SIGNED:	11/22/2017		
Total Attachments: 9			

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ASSET PURCHASE AGREEMENT

between

COMTECH EF DATA CORP,

and

MEMOTEC, INC

Dated as of July 20, 2008

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DEFINED TERMS

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Affiliate	4
Agreement	1
Authority	4
Buyer	1
Contracts	2
Lien	4
Permits	2
Person	5
Seller	1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of July 20, 2008, between COMTECH EF DATA, CORPORATION., a Delaware corporation ("Seller"), having its principal place of business at 2114, 7th Street West, Tempe, Arizona, United of America, 85281 and Memotec Inc., a New-Brunswick corporation ("Buyer") having its principal place of business at 44, Chipman Hill, Suite 1002, Saint-John, New Brunswick, Canada, E2L 4S6.

Background

Seller, a wholly owned subsidiary of Comtech Telecommunications Corp. ("Parent"), is in the business of developing innovative and market-leading satellite communication products. Buyer, a wholly owned subsidiary of Seller, desires to purchase all the assets, properties and rights of the Seller which were acquired from Verso Technologies, Inc, and Seller desires to sell all of such assets, properties and rights, on the terms and subject to the conditions set forth in this Agreement.

Terms

THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

THE TRANSACTION

1.1. Sale and Purchase of Assets.

(a) Subject to the terms and conditions of this Agreement, Seller hereby sells, assigns, transfers, delivers and conveys to Buyer the Acquired Assets (as defined in Section 1.1(b)), subject to existing Liens (as defined in Section 5.8(c)) and liabilities for the Acquisition Consideration provided for in Section 1.4.

(b) As used herein, the term "Acquired Assets" means all of Seller's right, title, and interest in, under and to all of the assets, properties and rights of the Seller of every kind, nature and description under an asset purchase agreement dated July 17, 2008 between Seller and Verso Technologies, Inc and its subsidiaries, a copy of which is reproduced as Exhibit 1.1 to this Agreement.

1.2. Assumption of Obligations.

1.3. Consent of Third Parties.

1.4. Acquisition Consideration.

1.5. Bill of Sale.

1.6. Agency. 7

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

- 2.1. Qualification.
- 2.2. Authorization and Enforceability.
- 2.3. No Violation of Laws or Agreements.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

- 3.1. Organization and Good Standing.
- 3.2. Authorization and Enforceability.
- 3.3. No Violation of Laws or Agreements.

ARTICLE IV

COVENANTS

- 4.1. Further Assurances.

4.2. Cooperation.

4.3. Certain Taxes and Expenses.

ARTICLE V
MISCELLANEOUS

5.1. Successors and Assigns.

5.2. Governing Law.

5.3. Severability. 7

5.4. No Third Party Beneficiaries.

5.5. Amendment and Waiver.

5.6. Counterparts.

5.7. Headings.

5.8. Certain Defined Terms.

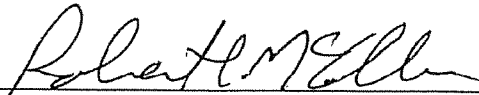
5.9. Entire Agreement.

[END OF TEXT – SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

COMTECH EF DATA CORP

By



Name: Robert L. McCollum

Title: President

MEMOTEC , INC.

By



Name: Yves Hupe

Title: President