

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Feldman Worldwide, Inc.		12/12/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Veritext Corp.		
Street Address:	290 West Mount Pleasant Ave., Suite 3200		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4472532	THE WRITE EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	Matthew Hintz		
SIGNATURE:	/MPH/		
DATE SIGNED:	12/14/2017		
Total Attachments: 4			
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CH \$40.00 4472532

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this “Agreement”), dated as of December 12, 2017 (the “Effective Date”), is made by and between (i) Veritext Corp., a Delaware corporation (“Assignee”) and (ii) David Feldman Worldwide, Inc., a New York corporation (“Assignor”). Assignee and Assignor are sometimes referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark THE WRITE EXPERIENCE and the trademark registration 4472532 (the “Mark”);

WHEREAS, Assignor agreed to assign all right, title and interest in, to and under the Mark to Assignee pursuant to an Asset Purchase Agreement (the “Purchase Agreement”) by and among Assignor, Assignee and the other parties thereto dated as of the date hereof.

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

1. Assignor hereby assigns, transfers, sells, and sets over unto Assignee all right, title, and interest, in, to, and under the said Mark and registrations, together with all common law rights and the goodwill associated with said Mark and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of past infringement of the Mark with the right to sue for, and collect the same for Assignee’s own use and benefit, and for the use and benefit of Assignee’s successors and assigns.

2. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Mark to Assignee.

3. Assignor agrees to fully cooperate with Assignee in transferring all rights to the Mark to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration to Assignee in recordable form, necessary to vest title to the Mark and all other rights transferred and assigned by this Agreement.

4. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

5. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement.

6. This Agreement is subject and subordinate to all of the terms and conditions of the Purchase Agreement, which is hereby incorporated herein by reference, and in the event of any conflict or inconsistency between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

DAVID FELDMAN WORLDWIDE, INC.

By: 

Name: Michael Feldman

Title: President

ASSIGNEE:

VERITEXT CORP.

By: _____

Name: Nancy Josephs

Title: Chief Executive Officer

[Signature Page to Assignment of Trademark]

TRADEMARK

REEL: 006228 FRAME: 0240

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

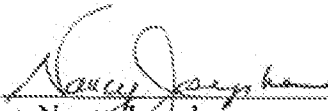
ASSIGNOR:

DAVID FELDMAN WORLDWIDE, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

VERITEXT CORP.

By:  _____
Name: Nancy Josephs
Title: Chief Executive Officer

[Signature Page to Assignment of Trademark]