

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		03/13/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Super G Capital, LLC		
Street Address:	23 Corporate Plaza		
Internal Address:	Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3924721	COVERLEAF	
Registration Number:	3924722	COVERLEAF	
Registration Number:	3924723	COVERLEAF	
Registration Number:	3924726	WE KNOW YOUR ISSUES	
Registration Number:	3924727	WE KNOW YOUR ISSUES	
Registration Number:	3936518	WE KNOW YOUR ISSUES	
Registration Number:	3924747	MAGAZINES TO FIND, SHARE AND ENJOY	
Registration Number:	2516071	TEXTERITY	
Registration Number:	3039050	TEXTCAFE	
Registration Number:	2910219	DIGITAL DELIVERY MADE SIMPLE	
Registration Number:	2646054	EDLET	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
TRADEMARK			

OP \$290.00 3924721

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 03/14/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Intellectual Property Assignment”), dated as of March 13, 2018, is by and between Pacific Western Bank, a California state chartered bank (“Assignor”), and Super G Capital, LLC, a Delaware limited liability company (together with its successors and assigns “Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor and GTXcel, Inc., a Delaware corporation (“GTXcel”) entered into that certain Intellectual Property Security Agreement, dated as of September 12, 2016, between GTXcel and Assignor and recorded with the United States Patent and Trademark Office on October 13, 2016 at Reel 5900, Frame 0042 (as heretofore amended, modified and supplemented, the “GTXcel Intellectual Property Security Agreement”) pursuant to which GTXcel granted a security interest in all of the Intellectual Property Collateral (as defined in the GTXcel Intellectual Property Security Agreement) of GTXcel;

WHEREAS, Assignor and Texterity Inc., a Delaware corporation (“Texterity”) entered into that certain Intellectual Property Security Agreement, dated September 12, 2016, between Texterity and Assignor and recorded with the United States Patent and Trademark Office on (i) October 13, 2016 at Reel 5900, Frame 0095, and (ii) October 13, 2016 at Reel 040007, Frame 0617 (as heretofore amended modified and supplemented, the “Texterity Intellectual Property Security Agreement” and, together with the GTXcel Intellectual Property Security Agreement, the “Intellectual Property Security Agreements”) pursuant to which Texterity granted a security interest in all of the Intellectual Property Collateral (as defined in the Texterity Intellectual Property Security Agreement) of Texterity;

WHEREAS, Assignee and Assignor have entered into the Loan Sale Agreement Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Sale Agreement”) pursuant to which Assignor assigned all right, title and interest in and to the Credit Files (as defined in the Loan Sale Agreement) to Assignee under the Loan and Security Agreement (as defined in the Loan Sale Agreement) and the other Loan Documents (as defined in the Loan Sale Agreement Agreement), including the Intellectual Property Security Agreements, as set forth in the Loan Sale Agreement; and

WHEREAS, under the terms of the Loan Sale Agreement Agreement, the parties to the Assignment Agreement have agreed to execute and deliver this Intellectual Property Assignment to more fully evidence the assignment of the Credit Files in such Intellectual Property Collateral and related Collateral (as defined in the Loan Sale Agreement).

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Security Interest in Trademark Collateral. Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to, the Intellectual Property Collateral and the Intellectual Property Security Agreements.
2. Terms of the Intellectual Property Assignment. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Loan Sale Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Loan Sale Agreement shall not be superseded by this Intellectual Property Assignment but shall remain in full force

and effect to the full extent provided in the Loan Sale Agreement. In the event of any conflict or inconsistency between the terms of the Intellectual Property Agreement and the terms hereof, the terms of the Loan Sale Agreement shall govern.

3. Miscellaneous.

(a) This Intellectual Property Assignment shall inure to the benefit of, be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(b) This Intellectual Property Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. In making proof of this Intellectual Property Assignment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Intellectual Property Assignment by facsimile or other electronic transmission, including an email with a "pdf", shall have the same force and effect as delivery of an original executed counterpart of this Intellectual Property Assignment. Any party delivering an executed counterpart of this Intellectual Property Assignment by facsimile or other electronic transmission, including an email with a "pdf", also shall deliver an original executed counterpart of this Intellectual Property Assignment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Assignment as to such party or any other party.

(c) THIS INTELLECTUAL PROPERTY ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The parties hereto each irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in New York County, New York over any suit, action or proceeding arising out of or relating to this Intellectual Property Assignment and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Each party to this Intellectual Property Assignment hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

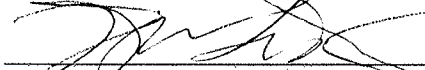
(d) THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS INTELLECTUAL PROPERTY ASSIGNMENT OR ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Assignor

PACIFIC WESTERN BANK

By: 
Name: Ken Hebert
Title: SVP-Technology Banking

Assignee

SUPER G CAPITAL, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

GTXCEL, INC.

By: _____
Name: _____
Title: _____

TEXTERITY INC.

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Assignor

PACIFIC WESTERN BANK

By: _____
Name: _____
Title: _____

Assignee

SUPER G CAPITAL, LLC

By: *M. Cole*
Name: *Marc Cole*
Title: *CEO*

ACKNOWLEDGED AND AGREED:

GTXCEL, INC.

By: _____
Name: _____
Title: _____

TEXTERITY INC.

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Assignor

PACIFIC WESTERN BANK

By: _____
Name: _____
Title: _____

Assignee

SUPER G CAPITAL, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

GTNCEL, INC.

By: [Signature]
Name: Robert Epping
Title: CFO

TEXTERITY INC.

By: [Signature]
Name: Robert Epping
Title: CFO

[Signature Page to Intellectual Property Assignment]

EXHIBIT A
TO
INTELLECTUAL PROPERTY ASSIGNMENT

List of Intellectual Property Collateral

(See Attached)

**UNITED STATES REGISTERED TRADEMARKS/SERVICE MARKS
OWNED BY TEXTERITY, INC.**

Trademark	Jurisdiction	International Class(es)	Date of First Use	Date of Filing	Date of Registration	Registration Numbers	Section 8 & 15 Filings
COVERLEAF	USA	42	3/10/2008	2/10/2010	3/1/2011	3,924,721	Due between 3/1/2016-3/1/2017
COVERLEAF	USA	38	3/10/2008	2/10/2011	3/1/2011	3,924,722	Due between 3/1/2016-3/1/2017
COVERLEAF	USA	35	3/10/2008	2/10/2010	3/1/2011	3,924,723	Due between 3/1/2016-3/1/2017
WE KNOW YOUR ISSUES	USA	35	7/29/2009	2/11/2010	3/1/2011	3,924,726	Due between 3/1/2016-3/1/2017
WE KNOW YOUR ISSUES	USA	38	7/29/2009	2/11/2010	3/1/2011	3,924,727	Due between 3/1/2016-3/1/2017
WE KNOW YOUR ISSUES	USA	42	7/29/2009	2/11/2010	3/29/2011	3,936,518	Due between 3/29/2016-3/29/2017
MAGAZINES TO FIND, SHARE AND ENJOY	USA	42	3/10/2008	2/21/2010	3/1/2011	3,924,747	Due between 3/1/2016-3/1/2017
TEXTERITY	USA	9, 35, 42	December 24, 1997	June 25, 1998	12/11/2001	2,516,071	Sections 8 & 15 Filed 11/30/07 Renewal Due Between

								12/11/2010- 12/11/2011 Grace period until 6/11/2012
EDLET (abandoned)	USA	9, 35, 42	July 31, 1999	June 25, 1998	November 5, 2002	2,910,219		
TEXTCAFE	USA	38	June 8, 1999	December 18, 2003	January 10, 2006	3,039,050	Due between 1/10/11- 1/10/12 Grace period until 7/10/12	
DIGITAL DELIVERY MADE SIMPLE	USA	38	May 8, 2003	December 18, 2003	December 14, 2004	2,910,219	Section 8 Declaration of Use filed 12/14/2010 Renewal Due between 12/14/2013- 12/14/2014	

TEXTERITY	Canada	9, 35, 38, 39, 41, 42		December 21, 1998	January 10, 2003		
EDLET	Canada	9, 16, 35, 38, 41, 42		December 21, 1998	April 13, 2004		
TEXTERITY	EC	9, 35, 42		December 18, 1998	July 14, 2000	1020502	
EDLET (lapsed)	EC	9, 35, 42		December 18, 1998	January 5, 2004		

Provide a summary of all patent filings for Texterity's technology.

United States Patent 7,313,754

Method and expert system for deducing document structure in document conversion

Granted: **December 25, 2007**

Inventors: **McLure; Petra** (Amherst, NH), **Scholz; Carl** (Sudbury, MA), **Whitney; Ronald** (Providence, RI)

Assignee: **Texterity, Inc.** (Southborough, MA)

Appl. No.: **10/388,685** Filed: **March 14, 2003**

Abstract

An expert system for more efficiently and accurately deducing document structure from document formatting, the expert system including a conversion engine for converting an unstructured file to a structured file, and a verification engine, responsive to the output of the conversion engine, for generating and displaying a representation of the structured file annotated with a visual depictions of the classified components thereof so that the annotations can be modified and/or classifications can be added and/or classifications can be suggested, and/or rules for classification can be suggested and the structured file reprocessed by the conversion engine.

Summary:

This patent was for an expert system (as in artificial intelligence/knowledge-based system) that would convert a document from an unstructured format like PDF to a structured format, like XML. The expert system can then present the results of the conversion for review by an operator who can then modify the transformation rules that were applied. Those rule changes are then reapplied to the original content, and then re-presented to the operator for review. This is referred to internally at Texterity as the "Hint Tool" because hints are provided to the software that then applies the meaning of those hints systematically to the entire document. The result can be hinted again, iteratively until the final form is acceptable. **This process takes a manual conversion task and dramatically reduces the time needed to apply similar steps throughout a lengthy document.** An example use: the operation can provide a hint to the system by identifying a single instance of a chapter title in a PDF book and specifying that it be tagged as an <H1> in the output XML document. The software system then finds all other occurrences of content in the PDF that "look" like the hinted chapter title and converts them using the <H1> tag as well. This is done by matching attributes of the original text in the PDF like font face, font size, font color, position on page, whitespace around the text and relative frequency of that style through the document.

Note: Ronald Whitney is a former Texterity employee. Petra McLure and Carl Scholz are current Texterity employees.

United States Patent 7,257,771

System and method for converting a page description file to a composite representation thereof for fast Web viewing

Granted August 14, 2007

Inventors: **Buser; Cimarron** (Wellesley, MA), **Pahl; Felix** (Berlin, DE)

Assignee: **Texterity, Inc.** (Southborough, MA)

Appl. No.: **10/854,114**

Filed: **May 26, 2004**

Abstract

A system for converting a page description file to a composite representation thereof for fast web viewing, the system includes a conversion engine configured to convert a page of graphics into an aggregate file, a rendering utility for rendering the aggregate file, a comparison engine for comparing the image-only bitmap and the aggregate bitmap to create a foreground bitmap file which is displayed on a Web browser and a delivery engine for delivering the foreground bitmap file and the background raster file to a Web browser by creating HTML code which superimposes the foreground bitmap file and the background raster file, thereby providing a small sized, high quality image and text composite representation of the page description file.

Summary:

This patent was for a method and system for creating composite web page images that are high quality and yet, small in payload size. The technique involves taking a single layer image (originally from a PDF source) and separating it out into two layers. One layer is comprised of all text and line-art (vector graphics) from the original source page. The second layer is comprised of all other content on the page, which is generally raster images (photos). Each layer is stored separately in different file formats (PNG and JPG, respectively). At presentation time in a web browser, a HTML is crafted to superimpose the two layers to recreate the original, full look of the page. But the sum of the two files sizes is less than a single source would have been because each layer is optimized for the kind of content it contains. In addition, the layers' file formats present their respective content material with higher quality due to the inherent efficiencies of those file formats. **The end result is a significantly faster web page load time and a higher quality text reading experience and raster image presentation.** A clever and powerful advantage for Texterity magazine presentation on the web.

Note: Cimarron Buser is a former Texterity employee. Felix Pahl is a vendor from whom we licensed technology.