

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIPSCENE, LLC		08/10/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	NCR CORPORATION		
Street Address:	864 SPRING STREET NW		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5102213	DINING DATA CLOUD	
Registration Number:	4807656	ZIPSCENE	
Registration Number:	4807655	ZIPSCENE	
Registration Number:	3447299	ZIPSCENE	
CORRESPONDENCE DATA			
Fax Number:	4045926170		
<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:	6788085231		
Email:	ptomail.law@ncr.com		
Correspondent Name:	NCR CORPORATION		
Address Line 1:	864 SPRING STREET NW		
Address Line 4:	ATLANTA, GEORGIA 30308		
NAME OF SUBMITTER:	PAUL W. MARTIN		
SIGNATURE:	/PAUL W. MARTIN/		
DATE SIGNED:	08/29/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 10, 2018, is made by Zipscene, LLC, an Ohio limited liability company (“Seller”), in favor of NCR Corporation, a Maryland corporation (“Purchaser”), who is the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Seller and Purchaser (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, among other assets, all of Seller’s right, title and interest in, to and under all intellectual property, on a worldwide basis; and

WHEREAS, Seller has agreed to execute and deliver this Trademark Assignment in relation thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby accepts, all of Seller’s worldwide right, title, and interest in, to and under the following (collectively, the “Assigned Trademark Rights”):
 - (a) all trademarks and trademark registrations owned by Seller throughout the world, including without limitation, the trademarks and trademark registrations set forth on attached **Schedule 1** hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world, including without limitation by international treaties and conventions;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims, causes of action and enforcement rights with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the respective governmental offices and agencies in each jurisdiction of the world, including without limitation the United States Patent and Trademark Office, to record and register this Trademark Assignment upon request of Purchaser. Upon Purchaser’s reasonable request, and at Purchaser’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including without limitation the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Purchaser, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of executed copies of this Trademark Assignment (including executed signature pages) by electronic transmission (including without limitation by .pdf email attachment) shall constitute effective execution and delivery and shall be deemed to be originals of this Trademark Assignment for all purposes.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature pages follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Seller:

ZIPSCENE, LLC

By:

[Handwritten Signature]

Name:

Christopher J. Veit

Title:

CEO

Address for Notices:

615 MAIN ST STE FL

CINCINNATI, OHIO 45202

ACKNOWLEDGMENT

STATE OF

Ohio

COUNTY OF

Hamilton

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On the *10th* day of *August*, 2018, before me personally appeared *Christopher J. Veit* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the *Chief Financial Officer* of Zipscene, LLC, an Ohio limited liability company, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

Notary Public

[Handwritten Signature]

My Commission Expires:

N/A

Printed Name:

Justin Tilson



Justin Tilson, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature page to Trademark Assignment]

AGREED TO AND ACCEPTED BY:

Purchaser:

NCR CORPORATION

By: *Robert Fishman*
Robert Fishman
Chief Financial Officer

Address for Notices:
364 Spring Street NW
Atlanta, Georgia 30308
Attn: General Counsel / Notices

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF Forsyth)

On the 23 day of July, 2018, before me personally appeared Robert Fishman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of NCR Corporation, a Maryland corporation, and acknowledged the instrument to be the free act and deed of said corporation for the uses and purposes mentioned in the instrument.

Marianne Weiss
Notary Public

My Commission Expires: 01/12/20

Printed Name: Marianne Weiss



[Signature page to Trademark Assignment]

SCHEDULE 1

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
DINING DATA CLOUD	US	5102213	December 13, 2016
ZIPSCENE (and deign)	US	4807656	September 8, 2015
ZIPSCENE	US	4807655	September 8, 2015
ZIPSCENE	US	3447299	June 17, 2008

[Trademark Assignment]