

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quad/Tech, Inc.		12/07/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Baldwin Americas Corporation		
Street Address:	8020 Forsyth Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3092755	DATA CENTRAL	
Registration Number:	3616068	ICON	
Registration Number:	3063421	MULTICAM	
Registration Number:	2686623	VECTOR	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	303-863-2967		
Email:	phirschman@sheridanross.com		
Correspondent Name:	Pamela Hirschman - Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	8936		
NAME OF SUBMITTER:	Pamela N. Hirschman		
SIGNATURE:	/Pamela N. Hirschman/		
DATE SIGNED:	10/04/2018		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is made as of the 7th day of December, 2017, by Quad/Tech, Inc., a Wisconsin corporation (“Quad/Tech”), Quad/Tech (Shanghai) Trading Company Limited, a Chinese company (“Quad/Tech China”) and, together with Quad/Tech, “Sellers”, and Baldwin Americas Corporation, a Delaware corporation (“Buyer”).

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Sellers have agreed to assign and transfer, and Buyer (itself or through its designees) has agreed to acquire and assume all of Sellers’ Intellectual Property Rights (other than Intellectual Property Rights that are Excluded Assets). Capitalized terms used in this IP Assignment without definition have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property Rights. As of the date hereof: Quad/Tech hereby sells, assigns, transfers, conveys and delivers to Buyer, and its successors and assigns forever, all of Quad/Tech’s right, title and interest in the Intellectual Property Rights listed on Exhibit A attached hereto. Sellers hereby also sell, assign, convey and deliver to Buyer all of their rights to assert and enforce claims against infringers and other third parties with regard to the Intellectual Property Rights.

2. Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Intellectual Property Rights are being assigned. In the event of any conflict between the terms of this IP Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

3. Further Assurances. From and after the date hereof, Sellers shall, upon the request and the expense (if any) of Buyer, execute, deliver and perform, as applicable, all such further acts, assurances, assignments, transfers, conveyances, and other instruments and papers as may be reasonably requested by Buyer to sell, convey, assign, transfer and deliver to and vest in Buyer and protect Buyer’s right, title and interest in and to the Intellectual Property Rights (other than Intellectual Property Rights that are Excluded Assets).

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

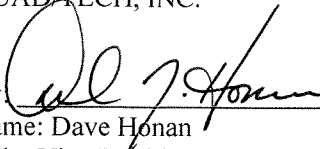
5. Counterparts. This IP Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be executed by their duly authorized representatives as of the day and year first written above.

SELLERS:

QUAD/TECH, INC.

By: 
Name: Dave Honan
Title: Vice President

QUAD/TECH (SHANGHAI) TRADING COMPANY
LIMITED

By: _____
Name: John Fowler
Title: Director

BUYER:

BALDWIN AMERICAS CORPORATION

By: _____
Name: W. Kyle Chapman
Title: Chairman of the Board


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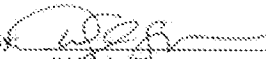
By:

Name: John Fowler

Title: Director

BUYER:

BALDWIN AMERICAS CORPORATION

By: 

Name: W. Kyle Chapman

Title: Chairman of the Board

Signature Page to Intellectual Property Assignment Agreement

Exhibit A

Intellectual Property Rights

See attached.

Marks:

COUNTRY	REFERENCE #	FILED	APP #	REG	REG #	STATUS	CLASSES
AUTOTRON							
FRANCE	6277Q-41-FR			2/6/1991	1642511	REGISTER ED	009
UNITED KINGDOM	6277Q-41-GB			3/14/194 9	677838	REGISTER ED	009
DATA CENTRAL							
CHINA	6277Q-39-CN	5/8/2005	4640989	2/21/200 8	4640989	REGISTER ED	009
EUROPEAN UNION	6277Q-39-EU	5/3/2005	004418761	4/20/200 6	004418761	REGISTER ED	009
INDIA	6277Q-39-IN	5/6/2005	1355674	5/21/200 7	1355674	REGISTER ED	009
UNITED STATES	6277Q-39	4/18/200 5	78/610,979	5/16/200 6	3,092,755	REGISTER ED	009
ICON							
EUROPEAN UNION	6277Q-36-EU	6/23/200 4	3898351	10/31/20 07	3898351	REGISTER ED	009
INDIA	6277Q-36-IN	7/16/200 4	1297041	10/9/200 6	1297041	REGISTER ED	009
JAPAN	6277Q-36-JP	7/12/200 4	66270/2004	5/20/200 5	4865796	REGISTER ED	07
UNITED STATES	6277Q-36	8/10/200 5	78/689,563	5/5/2009	3,616,068	REGISTER ED	009
MULTICAM							
CHINA	6277Q-40-CN	5/8/2005	4640990	2/21/200 8	4640990	REGISTER ED	009
EUROPEAN UNION	6277Q-40-EU	5/3/2005	004418778	3/31/200 6	004418778	REGISTER ED	009

INDIA	6277Q-40-IN	5/6/2005	1355673	2/7/2007	1355673	REGISTER ED	009
JAPAN	6277Q-40-JP	7/12/200	64127/2005	4/28/200	4948806	REGISTER ED	009
UNITED STATES	6277Q-40	3/9/2005	78/583,400	2/28/200	3,063,421	REGISTER ED	009
VECTOR							
EUROPEAN UNION	6277Q-35-EU	5/21/200	2702959	1/24/2008	2702959	REGISTER ED	07, 09
UNITED STATES	6277Q-35	12/18/20	78/099,014	2/11/2003	2,686,623	REGISTER	009

Patents:

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.002	Web Inspection Module including Contact Image Sensors	10/914,372	7,423,280	09-Sep-08
584.002.CON1	Web Inspection System for Inspecting an Imprinted Substrate on a Printing Press	12/174,481	7,732,796	08-Jun-10
584.002.CON2	Inspecting an Imprinted Substrate on a Printing Press	12/765,723	8,039,826	18-Oct-11
584.002.CON3	Imaging an Imprinted Substrate on a Printing Press	13/172,522	8,183,550	22-May-12
584.002.CON4	Imaging an Imprinted Substrate on a Printing Press Using an Image Sensor	13/475,746	8,586,956	19-Nov-13

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.022	Method and Apparatus for Visually Inspecting a Substrate on a Printing Press	10/245,469	6,867,423	15-Mar-05
584.022.DE1	Method and Apparatus for Visually Inspecting a Substrate on a Printing Press	3754447.5	60337017.9	04-May-11
584.022.DE2	Method and Apparatus for Visually Inspecting a Substrate on a Printing Press	05251307.4	602005034079.3	09-May-12
584.025	A Printing Press	10/394,903	7,032,508	25-Apr-06
584.025.DE	A Printing Press	04251626.0	602004031170.7	26-Jan-11
584.025.JP2	A Printing Press	2010/259130	5,204,201	22-Feb-13
584.026.DE	Color Registration System for a Printing Press	93308279.4	69317625.3-08	25-Mar-98
584.031	Printing Press Register Control using Color Patch Targets	09/873,446	6,796,240	28-Sep-04
584.031.JP	Printing Press Register Control using Color Patch Targets	2003-502769		
584.041	Method and Apparatus for Printing Cutoff Control Using Prepress Data	08/797,316	6,018,687	25-Jan-00
584.042	System and Method for Measuring Color on a Printing Press	10/424,230	7,627,141	01-Dec-09

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.042.CIP2	Image Processing of a Portion of Multiple Patches of a Colorbar	12/129,452	8,441,700	14-May-13
584.042.CIP2-CON1	Image Processing Using Multiple Imaging Devices	13/893,946	8,817,345	26-Aug-14
584.042.DIV1	Measuring Color on a Moving Substrate	12/621,293	7,860,278	28-Dec-10
584.043	Virtual Ink Desk and Method of Using Same	11/686,830	7,652,792	26-Jan-10
584.043.CON1	Print Control System with Predictive Image	12/646,641	7,969,613	28-Jun-11
584.043.CON2	Print Imaging System	13/109,907	8,194,283	05-Jun-12
584.043.CON3	Print Imaging System	13/475,776	8,437,041	07-May-13
584.043.CON4	Remote Approval of Print	13/860,454	9,047,520	02-Jun-15
584.043.CON5	Remote Approval of Print	14/707,987	9,454,812	27-Sep-16
584.043.CON6	Color Correct Imaging	15/274,795	9,734,570	15-Aug-17
584.043.CON7	Remote Adjustment of Print Settings	15/274,863	9,712,719	18-Jul-17
584.043.CON8	Remote Adjustment of Print Settings	15/634,939		
584.043.CON9	COLOR CORRECT IMAGING	15/658,100		

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.045	Ink Key Control in a Printing Press Including Lateral Ink Spread, Ink Saturation and Back Flow Compensation	08/997,288	5,967,049	19-Oct-99
584.046	Markless Color Control in a Printing Press	09/165,653	5,967,050	19-Oct-99
584.046.JP	Markless Color Control in a Printing Press	1999-80773	4920125	10-Feb-12
584.047.CIP1	Color Control System for a Printing Press	09/256,596	6,142,078	07-Nov-00
584.048	Method for Identification and Elimination of Imperfections in Printed Color Bar Patches	09/087,475	6,178,254	23-Jan-01
584.049	Coordinating the Function of a Color Control System and a Defect Detection System for a Printing Press	10/385,311	7,017,492	28-Mar-06
584.049.JP.DIV1	Control System for a Printing Press	2011-015487	5198594	15-Feb-13
584.050	Lithographic Press Dampening Control System	10/643,095	6,796,227	28-Sep-04
584.091	Scanning Heads	10/756,800	7,119,820	10-Oct-06
584.091.CN	Improvement to Scanning Heads	200410007306.6	ZL200410007306.6	01-Aug-07
584.133	In Line Color Monitoring System	12/958,104	9,325,860	26-Apr-16

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.133.CN1	In Line Color Monitoring System	201180066615.9	ZL201180066615.9	24-Feb-16
584.133.DIV1	In Line Color Monitoring System	15/137,473		
584.133.EP1	In Line Color Monitoring System	11846315.7		
584.158	System and Method for Monitoring Ink Use in a Printing System	14/621,064	9,498,970	22-Nov-16
584.158.CN1	System & Method for Monitoring Ink Use In A Printing System	201680022028.2		
584.158.DIV1	System and Method for Monitoring Ink Use in a Printing System	15/355,248		
584.158.EP1	System and Method for Monitoring Ink Use in a Printing System	16749995.3		
584.158.IN1	System And Method For Monitoring Ink Use In A Printing System	201747028469		
584.158.JP1	System And Method For Monitoring Ink Use In A Printing System	2017-560896		
584.165	Determination of Tonal Value Increase From A Printed Image	14/710,414	9,565,339	07-Feb-17
584.165.CON1	Determination of Tone Value Increase From a Printed Image	15/424,373		

QuadTech File Number	Title	Application Number	Patent Number	Patent Issue Date
584.165.PCT1	Determination of Tone Value Increase From a Printed Image	PCT/US2016/031847		

TRADEMARK

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RECORDED: 10/04/2018