10/03/2018

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM492582

TRADEMARK ASSIGNMENT COVER SHEET

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxxvault LLC		10/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PrinterLogic, Inc.		
Street Address:	912 WEST 1600 SOUTH		
Internal Address:	C-200		
City:	SAINT GEORGE		
State/Country:	UTAH		
Postal Code:	84770		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3906592	MAXXVAULT
Registration Number:	5436234	SIMPLE JUST GOT EASIER
Registration Number:	5415701	MAXXDOCS
Registration Number:	5415702	MAXXSAFE
Registration Number:	3910041	
Serial Number:	87803757	MAXXDYNAMICS
Serial Number:	87803778	MAXXHEALTH

CORRESPONDENCE DATA

Fax Number: 8014382050

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.

8013805505 Phone:

Email: ejeppsen@btjd.com

Correspondent Name: Eric Jeppsen

Address Line 1: 3165 E. Millrock Drive

Suite 500 Address Line 2:

Address Line 4: Salt Lake City, UTAH 84121

NAME OF SUBMITTER: Eric Jeppsen

TRADEMARK

REEL: 006487 FRAME: 0984 900468656

SIGNATURE:	/Eric Jeppsen/			
DATE SIGNED:	10/03/2018			
Total Attachments: 5				
source=PrinterLogic - Assignment Agreement#page1.tif				
source=PrinterLogic - Assignment Agreement#page2.tif				
source=PrinterLogic - Assignment Agreement#page3.tif				
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source=PrinterLogic - Assignment Agreement#page5.tif				

PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of October 1, 2018, by and among Maxxvault LLC, a Delaware limited liability company (the "<u>Seller</u>"), and PrinterLogic, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Seller owns the patents and patent applications identified on <u>Schedule A</u> to this Assignment (collectively, the "<u>Patents</u>");

WHEREAS, Seller owns the trademarks, trademark registrations and trademark applications identified on Schedule B to this Assignment, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing (collectively, the "Trademarks"); and

WHEREAS, Seller owns and has registered or caused to have registered the Internet domain names identified on <u>Schedule C</u> hereto (collectively, the "<u>Domain Names</u>") and are the current record owner of the registrations for the Domain Names, which are currently administered by the registrar set forth on the attached Whois reports; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Seller and Assignee (the "<u>Purchase Agreement</u>"), Seller has agreed to assign certain intellectual property, including the Patents, the Trademarks and the Domain Names, to Assignee.

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

Patent Assignment. Seller assigns, transfers, and conveys to Assignee, its 1. successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest throughout the world in and to the Patents, including any provisional rights therein, (ii) all of Seller's right, title, and interest in and to the improvements and inventions disclosed in the Patents throughout the world, (iii) all of Seller's right, title, and interest in and to any U.S. or foreign application or applications corresponding to the Patents or claiming the improvements and inventions disclosed in the Patents, in whole or in part, (iv) all of Seller's right, title, and interest in and to any and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and reissues and extensions of the Patents, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for the improvements and inventions disclosed in the Patents in Assignee's own name throughout the world and all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, (v) all of Seller's rights to publish cautionary notices reserving ownership of the improvements and inventions disclosed in the Patents, (vi) all of Seller's rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Patents, in perpetuity (or for the longest period of time otherwise permitted by law) and (vii) any and all of Seller's rights to income, royalties, and

payments now or hereafter due or payable with respect to the Patents, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

- 2. <u>Trademark Assignment</u>. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest in and to the Trademarks, including the trademarks and registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, (ii) all of Seller's rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of Seller's right to sue for and seek damages and remedies against past, present, and future infringements or dilution of any or all of the Trademarks, and (iv) any and all of Seller's right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
- 3. <u>Domain Names Assignment</u>. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of Seller's right, title, and interest in and to the Domain Names, including the registrations and registration applications therefor and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid domain names to Assignee, including executing any necessary documents and/or unlocking the Domain Names, as may be necessary to complete the transfer of ownership to Assignee.
- 4. <u>Cooperation</u>. Seller further agrees and covenants that it will execute or arrange for execution of such further assignment documents or other legal instruments and take other action as may be necessary or required from Seller, if any, to permit Assignee to obtain recordation as needed of any documents relating to the foregoing assignments from Seller to Assignee, including but not limited to country-specific or patent or registration-specific assignment documents relating to any of the items identified in <u>Schedule A</u>, <u>Schedule B</u> or Schedule C.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

MAXXVAULT LLC

STATE OF Now york

COUNTY OF Suffork

On this 27th day of Sept., 2018 before me, a Notary Public in and for the State and County foresaid, personally appeared Bruce Malyon, known by me to be the person above named and an officer of Maxxvault LLC, who is duly authorized to execute this Assignment on behalf of Maxxvault LLC and who signed and executed the foregoing instrument on behalf of Maxxvault LLC.

Notary Public:

Notary Public: My Commission Expires: 10/26/21

ERYN Y TRUONG

NOTARY PUBLIC-STATE OF NEW YORK No. 02TR6212999 Qualified in Suffolk County My Commission Expires 10/26/21

[Signature page to Patent, Trademark and Domain Name Assignment Agreement]

PRINTERLOGIC, INC.
Name: Ryan G webst
STATE OF
COUNTY OF <u>Satt take</u> Washington
On this 28 day of 50., 2018, before me, a Notary Public in and for the State and County foresaid, personally appeared 140 Way, known by me to be the person above named and an officer of PrinterLogic, Inc., who is duly authorized to execute this Assignment on behalf of PrinterLogic, Inc. and who signed and executed the foregoing instrument on behalf of PrinterLogic, Inc.
Notary Public: <u>Fibyr Clayby</u> My Commission Expires: <u>Fib. 28, 20</u> 21
ROBYN CLAYTON Notary Public State of Utah Comm. Exp.: Feb. 28, 2021 Comm. Number: 693237

SCHEDULE B

Trademarks and Trademark Applications

Description:	Type:	Registration Number:	Registration Date:	Jurisdiction:
MAXXVAULT	Word Mark	3906592	01/18/2011	US
SIMPLE JUST GOT EASIER	Word Mark	5436234	04/03/2018	US
MAXXDOCS	Word Mark	5415701	03/06/2018	US
MAXXSAFE	Word Mark	5415702	03/06/2018	US
MAXXDYNAMICS	Word Mark	Pending S/N:87803757	Pending	US
MAXXHEALTH	Word Mark	Pending S/N:87803778	Pending	US
Logo	Design Mark	3910041	01/25/2011	US

RECORDED: 10/03/2018