

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intermedix Corporation		11/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMSystems LLC		
<b>Street Address:</b>	235 Peachtree Street, NW		
<b>Internal Address:</b>	Suite 2200		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4185458	E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022634329		
<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>			
<b>Phone:</b>	202-263-4300		
<b>Email:</b>	swoldow@sgrlaw.com		
<b>Correspondent Name:</b>	Scott D. Woldow		
<b>Address Line 1:</b>	Suite 400		
<b>Address Line 2:</b>	1055 Thomas Jefferson St. NW, Suite 400		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Scott D. Woldow		
<b>SIGNATURE:</b>	/SW/		
<b>DATE SIGNED:</b>	12/13/2018		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment to EMSystems_ E Design Logos#page2.tif			
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OP \$40.00 4185458

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), effective as of May 8, 2018 (the "Effective Date"), is made by and between INTERMEDIX CORPORATION, a Delaware corporation ("Assignor"), and EMSystems LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademark registration listed on Exhibit A (the "Assigned Trademark"); and

WHEREAS, in connection with the transactions contemplated by that certain Contribution Agreement, dated as of May 8, 2018, by the Assignor, the other Transferors (as defined therein) party thereto and the Assignee, Assignor desires to assign to Assignee, and Assignee desires to receive, all of Assignors' right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignor hereby assigns and sells to Assignee its entire worldwide right, title and interest in and to the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including, without limitation, all rights in and to (i) all goodwill associated with the Assigned Trademark, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademark, (iii) all causes of action (whether in law or in equity) with respect to the Assigned Trademark, and (iv) all rights to sue, counterclaim, and recover for past, present and future infringement of the Assigned Trademark and related rights assigned or to be assigned under this Assignment.

2. Assignor agrees to fully cooperate with Assignee in taking all further actions (including, without limitation, the execution and delivery of documents) necessary, or reasonably requested by Assignee, to evidence, record, obtain, perfect, maintain, protect, enforce or defend Assignee's rights in and to the Assigned Trademark. In the event that Assignee is unable to secure Assignor's signature with respect to any of the documents described in the previous sentence, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, coupled with an interest, to act for and on Assignor's behalf and stead to execute such documents and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance, defense, transfer or perfection of Assignee's rights in and to, the Assigned Trademark with the same legal force and effect as if originally executed by Assignor.

3. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. All issues concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by all parties hereto.

4. On the date of this Assignment, the Assignor will deliver all tangible embodiments of the Assigned Trademark to Assignee in the form and manner specified by Assignee in its sole discretion.


5. This Assignment may be executed in any number of 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 instrument. Delivery of an executed signature page to this Agreement by any party hereto by electronic transmission (including portable document format (PDF)) shall be as effective as delivery of a manually executed copy of this Assignment by such party.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives.

As Assignor:

**INTERMEDIX CORPORATION**

By:   
Name: Melissa Leigh  
Title: Senior Vice President & General Counsel  
Date: 11/9/2018

As Assignee:

**EMSYSTEMS LLC**

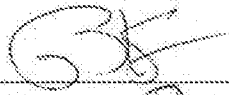
By:   
Name: Brian Kolton  
Title: SUP. CTO  
Date: 2/23/18

Exhibit A

Assigned Trademark

Country	Trademark	Registration Number	Serial Number
United States	E (Stylized)	4185458	85449566