CH \$365.00 49794

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496696

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| Pitney Bowes Inc. | | 07/02/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | DMT Solutions Global Corporation |
|-----------------|----------------------------------|
| Street Address: | 37 Executive Drive |
| City: | Danbury |
| State/Country: | CONNECTICUT |
| Postal Code: | 06810 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 14

| | T | |
|----------------------|---------|---------------|
| Property Type | Number | Word Mark |
| Registration Number: | 4979494 | ACCELEJET |
| Registration Number: | 5418654 | CLARITY |
| Registration Number: | 2895157 | DFWORKS |
| Registration Number: | 5443732 | DIRECTVIEW |
| Registration Number: | 4942691 | EPIC |
| Registration Number: | 2812875 | FEEDMAX |
| Registration Number: | 2570222 | FLOWMASTER |
| Registration Number: | 4099452 | INTELLIJET |
| Registration Number: | 2831807 | OLYMPUS |
| Registration Number: | 4979599 | ONESORT |
| Registration Number: | 3958525 | PRIVACY GUARD |
| Registration Number: | 5311994 | PULSE |
| Registration Number: | 3921561 | SERVICEWORKS |
| Registration Number: | 5051128 | TRUESORT |

CORRESPONDENCE DATA

Fax Number: 6179518736

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.

Phone: 6179518000

TRADEMARK REEL: 006506 FRAME: 0865

900472652

Email: jennifer.kagan@morganlewis.com

Correspondent Name: Jennifer Kagan, Paralegal

Address Line 1: One Federal Street, Morgan, Lewis & Bock

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 107190-0147

NAME OF SUBMITTER: Jennifer Kagan, Paralegal

SIGNATURE: /jenniferkagan/

DATE SIGNED: 11/02/2018

Total Attachments: 6

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ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "<u>Assignment</u>"), made as of July 2, 2018, is entered into by and between Pitney Bowes Inc., a Delaware corporation ("<u>Assignor</u>"), and DMT Solutions Global Corporation (f/k/a Stark Acquisition Corporation), a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated April 27, 2018 (as amended, the "Purchase Agreement"), pursuant to which Assignor agreed to sell, assign, transfer, convey and deliver certain assets to Assignee, including all of Assignor's right, title and interest in and to the U.S. registered trademarks and trademark applications identified on Schedule A hereto, including all goodwill associated therewith and symbolized thereby (the "Assigned Trademarks");

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

- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby sells, conveys, assigns, delivers and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) the right to sue and recover for past, present and future infringement or dilution of the Assigned Trademarks, and Assignee does hereby accept the foregoing assignment of the Assigned Trademarks from Assignor.
- 3. <u>Recordation</u>. This Assignment has been executed and delivered by Assignor with the intention of recording it with the U.S. Patent and Trademark Office.
- 4. <u>Purchase Agreement</u>. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, or the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws rules.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement.

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7. <u>Further Assurances</u>. Each party hereto shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other parties and necessary for the requesting party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

PITNEY BOWES INC.

Name: Michael Monahan

EVP & Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICAT

COUNTY OF PAIR

On this 27 day of Jule 2018, before me personally came Michael Monahan personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the LIP+ Chief Quatic Office of Pitney Bowes Inc., a Delaware corporation, and that s/he executed the foregoing instrument on behalf of Pitney Bowes Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of CONNECTICUT

Printed Name SUSAN A. Coppola

My commission expires: JUNE 30,202 0

SUSAN A. COPPOLA NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 30, 20-20

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ASSIGNEE

By: Name: Barbara Velasco
Title: Assistant Secretary

CERTIFICATE OF ACKNOWLEDGMENT

| STATE OF CALIFORNIA | Caralle 1 |
|--|---|
| COUNTY OF | , see attached |
| personally known (or proved to me on t executed the foregoing instrument, and she is the Assistant Secretary of DMT S under the laws of Delaware, and that sh Solutions Global Corporation, and that | 2018, before me personally came Barbara Velasco, the basis of satisfactory evidence) to be the person who who, being duly sworn by me, did depose and say that solutions Global Corporation, a corporation organized he executed the foregoing instrument on behalf of DMT she had authority to sign the same, and she acknowledged act and deed of said firm for the uses and purposes |
| | Notary Public - State of California |
| | Printed Name |
| My commission expires: | |

[Signature Page to Assignment of U.S. Trademarks]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California) County of Los Angeles) | |
|---|--|
| BARBARA VELASCO , who proved to me whose name is subscribed to the within instrum | Mengel (Notary Public) personally appeared on the basis of satisfactory evidence to be the person tent and who acknowledged to me that she executed the nature on the instrument the person, or entity upon behalf nent. |
| STACY L. MENGEL Notary Public - California Los Angeles County Commosons 5 2209840 My Comm. Expires Jul 17, 2021 | I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. |
| (Seal) | Stacy L. Mengel, Notary Public |

Optional Information:

OM7 Bradiers States Cony Assemble to US Transcripts

SCHEDULE A ASSIGNED TRADEMARKS

| 09/27/2016 | 5051128 | TrueSort |
|--------------------|-------------------|---------------|
| 02/22/2011 | 3921561 | ServiceWorks |
| 10/17/2017 | 5311994 | PULSE |
| 05/10/2011 | 3958525 | PRIVACY GUARD |
| 06/14/2016 | 4979599 | OneSort |
| 04/13/2004 | 2831807 | OLYMPUS |
| 02/14/2012 | 4099452 | IntelliJet |
| 05/14/2002 | 2570222 | FlowMaster |
| 02/10/2004 | 2812875 | Feedmax |
| 04/19/2016 | 4942691 | EPIC |
| 04/10/2018 | 5443732 | DirectView |
| 10/19/2004 | 2895157 | DFWorks |
| 03/06/2018 | 5418654 | CLARITY |
| 06/14/2016 | 4979494 | AcceleJet |
| Application Date | Application No. | |
| Registration Date/ | Registration No./ | Trademark |
| | | |

TRADEMARK
RECORDED: 11/03/2018 REEL: 006506 FRAME: 0872

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