

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABCOM Computer Rental, Inc.		10/29/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	ABCOM Technology Group Inc.		
Doing Business As:			
Street Address:	323 Newbury Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2932800	ABCOM COMPUTER RENTAL INC.	
CORRESPONDENCE DATA			
Fax Number:	217288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Eric Saunders c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120593.00023 E Saunders		
NAME OF SUBMITTER:	Eric L. Saunders		
SIGNATURE:	/Eric L. Saunders/		
DATE SIGNED:	10/29/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Trademark Assignment Agreement”) is made and entered into as of October 29, 2018 (the “Effective Date”) by and between ABCOM Technology Group Inc., a Delaware corporation (the “Assignee”), and ABCOM Computer Rental, Inc. D/B/A ABCOMRENTS, an Illinois corporation (the “Company” or “Assignor”). Assignee and the Assignor are collectively referred to as the “Parties”.

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the United States trademark and application and registration therefor set forth on Schedule A hereto (the “Trademark”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among the Assignee, Assignor, Eshaya ACR Co, LLC, a Delaware limited liability company, and Suneet N. Goyal (the “Purchase Agreement”), pursuant to which, among other things, the Assignor agreed to assign, sell, convey, and transfer, and desire to assign, sell, convey, and transfer all of the Assignor’s right, title, and interest in and to the Trademark to the Assignee, and the Assignee desires to receive all right, title, and interest in and to the Trademark;

NOW, THEREFORE, in consideration of the mutual promises 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 hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of the Assignor’s right, title, and interest in and to (a) the Trademark, (b) 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 (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including 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. The Assignor further consents to recordation of this Trademark Assignment Agreement by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

3. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment Agreement in and to the Trademark, including all documents necessary to record in the name of the Assignee the assignment of the Trademark with the United States Patent and Trademark Office.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor, Owner, Goyal or the Assignee contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

ABCOM TECHNOLOGY GROUP INC.

By: 

Name: Thomas Cooperrider

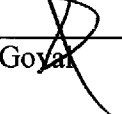
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
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ASSIGNOR:

ABCOM COMPUTER RENTAL, INC.

By: 
Name: Sunee N. Goyal
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006513 FRAME: 0743

SCHEDULE A

TRADEMARK

Mark	Jurisdiction	Status	Serial / Reg. No.	Reg. Date
ABCOM COMPUTER RENTAL INC.	United States	Registered	SN: 78283976 Reg No. 2932800	March 15, 2005