

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIZANT TECHNOLOGIES, LLC		03/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	REDBRIDGE USA, INC.		
Street Address:	712 Main Street		
Internal Address:	Suite 1820		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4552282	VIZANT	
Registration Number:	4556601		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Iridley@bushross.com		
Correspondent Name:	BUSH ROSS, P.A.		
Address Line 1:	P.O. Box 3913		
Address Line 4:	Tampa, FLORIDA 33601		
NAME OF SUBMITTER:	Libby Ridley		
SIGNATURE:	/LR/		
DATE SIGNED:	03/26/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) is dated March 15, 2019 and made by and between **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank (“**Assignor**”), and **REDBRIDGE USA, INC.**, a Delaware corporation (“**Assignee**”).

BACKGROUND INFORMATION

Assignor has acquired the right and authority to transfer and assign all rights, title and interest of Vizant Technologies, LLC, a Delaware limited liability company (“**Vizant**”), in and to the trademark registrations and applications set forth in **Schedule A**, attached hereto and made a part hereof. Said trademarks, including all registrations and applications for registration thereof and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, are collectively referred to herein as the “**Trademarks**”. Assignee and Assignor are parties to the Secured Creditor UCC Sale Agreement of even date herewith, pursuant to which Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under § 9-610 of the Delaware Uniform Commercial Codes certain assets of Vizant, including the Trademarks. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does grant, assign, transfer, convey and deliver to Assignee all Vizant’s right, title and interest in, to and under the Trademarks throughout the world, together with the goodwill of the business in connection with which the Trademarks have been used in the United States or any other countries.

2. Recording of this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware.

5. Further Assurances. Assignor agrees to take such actions and to execute such documents as Assignee shall reasonably request in order to fully effectuate this Assignment.

[Signatures on following page]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the date first above written.

“ASSIGNOR”

“ASSIGNEE”

WILMINGTON SAVINGS FUND SOCIETY, FSB, a federal savings bank

REDBRIDGE USA, INC., a Delaware corporation

By: Reynolds A. Giovannozzi, Jr.
Name: Reynolds A. Giovannozzi, Jr.
Title: Senior Vice President

By: _____
Name: David Laugier
Title: Director

STATE OF Delaware
COUNTY OF New Castle

The foregoing instrument was acknowledged before me personally on this 15th day of MARCH, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Reynolds A. Giovannozzi, Jr. to me personally known or known to me by evidence of identification of ID to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

Janice L. Tyson
NOTARY PUBLIC
My Commission Expires: JANICE L TYSON
My Commission Number: Notary Public
State of Delaware
My Commission Expires on May 3, 2021
(Name of Notary typed, printed or stamped)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me personally on this ___ day of _____, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by David Laugier, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____
My Commission Number: _____

(Name of Notary typed, printed or stamped)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered as of the date first above written.

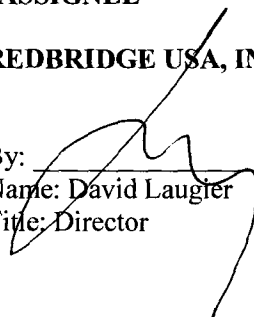
“ASSIGNOR”

“ASSIGNEE”

WILMINGTON SAVINGS FUND SOCIETY, FSB, a federal savings bank

REDBRIDGE USA, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

By: 
Name: David Laugier
Title: Director

STATE OF _____
COUNTY OF _____

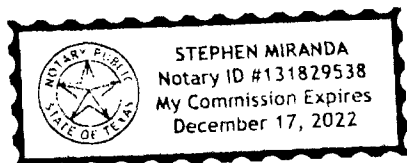
The foregoing instrument was acknowledged before me personally on this ____ day of _____, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by _____, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.


NOTARY PUBLIC
My Commission Expires: _____
My Commission Number: _____

(Name of Notary typed, printed or stamped)

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me personally on this 5th day of MARCH, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by David Laugier, to me personally known or known to me by evidence of identification of PASSPORT: FRANCE to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.






NOTARY PUBLIC
My Commission Expires: 12/17/22
My Commission Number: 131829538
STEPHEN MIRANDA
(Name of Notary typed, printed or stamped)

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Description</u>	<u>Registration #</u>	<u>Date Issued</u>
VIZANT	Name	4,552,282	06/17/2014
	Logo	4,556,601	06/24/2014