

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Interactive Design, Inc.		12/22/2017	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Diebold Nixdorf, Incorporated		
Street Address:	5995 Mayfair Road		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3527999	PHOENIX COMMANDER	
Registration Number:	2769869	VISTAATM	
Registration Number:	4914564	XPRESSION	
CORRESPONDENCE DATA			
Fax Number:	3304565756		
<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:	3304568341		
Email:	rmoore@bmsa.com		
Correspondent Name:	Rod A. Moore		
Address Line 1:	220 Market Avenue South Suite 1000		
Address Line 4:	Canton, OHIO 44702		
NAME OF SUBMITTER:	Rod A. Moore		
SIGNATURE:	/Rod A. Moore/		
DATE SIGNED:	05/06/2019		
Total Attachments: 9			
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PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT ("Assignment Agreement") is entered into on this 22 day of December, 2017 ("Effective Date") by and between Phoenix Interactive Design, Inc. a corporation formed in accordance with the laws of the Province of Ontario, Canada, including its affiliates and subsidiaries (hereinafter "Assignor") and Diebold Nixdorf, Incorporated, a corporation formed in accordance with the laws of Ohio (hereinafter "Assignee").

WHEREAS, Assignee has acquired Assignor, which is operating as an affiliate of Assignee;

WHEREAS, Assignor owns, or is in the process of obtaining, certain patents and patent applications as set forth in Attachment 1 and any additional unfiled ideas, inventions, or designs owned by Assignor (hereinafter, the "Patents"), certain trademarks as set forth in Attachment 2 and any other common law or unregistered trademarks or trade dress owned by Assignor (hereinafter, the "Trademarks"), and certain copyrights in its associated software products, including tools and documentation related thereto, globally as set forth in Attachment 3 and any other copyrights that may be owned by Assignor (hereinafter, the "Copyrights"), and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all of Assignor's rights and interests in and to the Patents, Trademarks, and Copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights, including all statutory and common law rights connected therein together with the associated goodwill inhering therein and all rights therein both statutory and common law anywhere in the world, and any pending or future applications for such Trademarks, Patents and Copyrights wherever made.

2. Representations. Assignor hereby warrants and represents that it owns all right, title and interest in and to the Patents, Trademarks, and Copyrights, free and clear of any encumbrances, liens, claims. Assignor is free to assign its right, title and interest in the foregoing to Assignee pursuant to and under this Assignment Agreement.

3. Binding Effect. This Assignment Agreement shall inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and permitted assigns.

4. Further Assurances. Each party hereby promises to deliver, upon request of the other party, all such additional instruments, assurances, assignments, assumptions, and other documents, and take or cause to be taken all such other actions, as may be reasonably necessary and convenient to accomplish the intent of this Assignment Agreement.


5. Appointment. Assignor hereby appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys, with full power of substitution by, on behalf of, and for the benefit of Assignee and its successors and assigns, to enforce any claim or right hereby assigned. The foregoing powers are coupled with an interest and shall be irrevocable by Assignor for any reason whatsoever and to render effective a consummation of this Assignment Agreement.

6. Governing Law. This Assignment Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.


7. Counterparts. This Assignment Agreement may be executed in several counterparts, all of which shall be deemed to constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. Facsimile and electronic signatures shall be considered as valid and binding as original signatures for all purposes under this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto indicate their intention to be bound by the terms and conditions hereto through the signatures of their duly authorized representatives set forth below.

PHOENIX INTERACTIVE DESIGN, INC.

By 
Signature
Jonathan B. Leiken, Director
Name and Title
December 28, 2017
Date

DIEBOLD NIXDORF, INCORPORATED

By 
Signature
Edward Crooks, VP, Exec. Counsel, IP
Name and Title
December 28, 2017
Date

ATTACHMENT I
 PATENTS AND PATENT APPLICATIONS

Attorney Ref	Title	Country	Client Ref	Application Number	Registration / Patent Number	Status
025015-0003.ARI	METHOD AND SYSTEM FOR RESOLUTION OF DEPOSIT TRANSACTION EXCEPTIONS	Argentina		P140100335		Published
025015-0002.AUI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	Australia		AU2015336899		Pending
025015-0003.AUI	METHOD AND SYSTEM FOR RESOLUTION OF ATM DEPOSIT TRANSACTION EXCEPTIONS	Australia		2013376851		Pending
025015-0002.BRI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	Brazil		BR1120170083027		Pending
025015-0002.CAI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	Canada		29653365		Pending
025015-0003.CAI	METHOD AND SYSTEM FOR RESOLUTION OF ATM DEPOSIT TRANSACTION EXCEPTIONS	Canada		2899649		Pending

Attorney Ref	Title	Country	Client Ref	Application Number	Registration / Patent Number	Status
025015-0002.CNI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	China		2.02E+12		Published
025015-0002.EPI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	European Patent Office		15851756.5		Published
025015-0003.EPI	METHOD AND SYSTEM FOR RESOLUTION OF DEPOSIT TRANSACTION EXCEPTIONS	European Patent Office		13873542.8		Published
025015-0002.INI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	India		2.02E+11		Published
025015-0002.MXI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	Mexico		MX/a/2017/005128		Pending
025015-0003.MXI	METHOD AND SYSTEM FOR RESOLUTION OF ATM DEPOSIT TRANSACTION EXCEPTIONS	Mexico		2015009962		Published
025015-0002.US0	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	United States	PAT2036US00	14/522,769	9305437	Issued

Attorney Ref	Title	Country	Client Ref	Application Number	Registration / Patent Number	Status
025015-0003.USI	METHOD AND SYSTEM FOR RESOLUTION OF DEPOSIT TRANSACTION EXCEPTIONS	United States	PAT2000US00	14/764,113		Published
025015-0002.WOI	HEURISTICS FOR MEDIA DISPENSING IN AUTOMATED TELLER MACHINES (ATMS)	World Intellectual Property Organization		PCT/CA2015/051060		Published
025015-0003.WOI	METHOD AND SYSTEM FOR RESOLUTION OF DEPOSIT TRANSACTION EXCEPTIONS	World Intellectual Property Organization		PCT/CA2013/000083		Expired

ATTACHMENT 2
 TRADEMARKS AND TRADEMARK APPLICATIONS

Attorney Ref	Title	Country	Client Ref	Application Number	Registration / Patent Number	Status
025015-0007	VISTA™	Canada		1112853	TMA571887	Issued
025015-0009	VISTA™ & design	Canada		1108217	TMA575178	Issued
025015-0010	XPRESSION	Canada		1681173	TMA949806	Issued
025015-0019	VISTA	Canada		1844095		Pending
025015-0012	XPRESSION	United Kingdom			1245708	Issued
025015-0016	PHOENIX	United Kingdom		UK00003238460		Published

Attorney Ref	Title	Country	Client Ref	Application Number	Registration / Patent Number	Status
025015-0017	VISTA	United Kingdom		UK00003238462	UK00003238462	Issued
025015-0018	COMMANDER	United Kingdom		UK00003238464		Published
025015-0006	PHOENIX COMMANDER	United States		77026902	3527999	Issued
025015-0008	VISTA™	United States		76315958	2769869	Issued
025015-0011	XPRESSION	United States		86332566	4914564	Issued
025015-0013	PHOENIX	European Union Trademark and Designs Office				Unfiled
025015-0014	VISTA	European Union Trademark and Designs Office				Unfiled
Attorney Ref	Title	Country	Client Ref	Application Number	Registration /	Status

	Patent Number				
025015-0015	COMMANDER	European Union Trademark and Designs Office			Unfiled
025015-0005	PHOENIX COMMANDER	Canada	1321226	TMA716525	Issued

ATTACHMENT 3
COPYRIGHTS

SOFTWARE PRODUCTS

1. VISTA
2. COMMANDER
3. XPRESSION
4. DEVELOPER WORKBENCH
5. TRANSACTION GATEWAY / TRANSACTION MIDDLEWARE
6. SHARED BRANCH
7. NETWORK SOLUTION