

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524584

<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>
Venture Encoding Service, LLC		06/18/2012	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Taylor Corporation		
<b>Street Address:</b>	1725 Roe Crest Drive		
<b>City:</b>	North Mankato		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56003		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2228892	VENTUREACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	612-632-3271		
<b>Email:</b>	trademark@gpmlaw.com		
<b>Correspondent Name:</b>	Cheryl Johnson		
<b>Address Line 1:</b>	500 IDS Center, 80 S. 8th Street		
<b>Address Line 2:</b>	Gray Plant Mooty		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cheryl Johnson		
<b>SIGNATURE:</b>	/Cheryl Johnson/		
<b>DATE SIGNED:</b>	05/22/2019		
<b>Total Attachments: 10</b>			
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## PURCHASE AND SALE AGREEMENT

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*Agreement Date:* June 18, 2012

*Scheduled Closing Date:* June 30, 2012

*Seller:* Venture Encoding Service, LLC

*Owner:* Kenneth K. Hargis

*Purchaser:* Taylor Corporation

## EXHIBITS AND SCHEDULES

- Exhibit 1(e) — Assumed Indebtedness
- Exhibit 1(f) — Assumed Liabilities
- Exhibit 1(k) — Change of Control Agreements
- Exhibit 1(kk) — Form of Escrow Agreement
- Exhibit 2(d)(i)(A) — Permanent Deposit Customers
- Exhibit 2(d)(i)(B) — Example of Calculation of Customer Deposit Adjustment
- Exhibit 2(d)(iv)(A) — Example of Calculation of Final Working Capital
- Exhibit 2(d)(iv)(G) — Wire Transfer Instructions
- Exhibit 2(g)-1 — Seller Parties' Proposed Purchase Price Allocation
- Exhibit 2(g)-2 — Purchaser's Proposed Purchase Price Allocation
- Exhibit 2(h)(iv)(A)(1) — Form of Bill of Sale
- Exhibit 2(h)(iv)(A)(2) — Form of Assignment and Assumption of Leases
- Exhibit 3 — Disclosure Schedule
- Exhibit 3(h) — Financial Statements
- Exhibit 3(j) — Auditor Communication
- Exhibit 7(a)(xiii) — Form of Owner Restrictive Covenant
- Exhibit 7(a)(xiv) — Form of Senior Executive Restrictive Covenants
- Exhibit 7(a)(xv) — Form Consulting Agreement -- James Harrington

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of June 18, 2012, by and among TAYLOR CORPORATION, a Minnesota corporation ("Purchaser"), VENTURE ENCODING SERVICE, LLC, a Texas limited liability company ("Seller"), and Kenneth K. Hargis ("Owner" and together with Seller, "Seller Parties"). Purchaser and Seller Parties may be referred to herein as a "Party" or collectively as the "Parties."

### RECITALS:

A. Owner in the aggregate owns more than a majority of the outstanding membership interests, equity and other ownership interests in Seller.

B. This Agreement contemplates a transaction in which Purchaser will purchase from Seller, and Seller will sell to Purchaser substantially all of the assets used in or related to the Business and Purchaser will assume certain specified liabilities of Seller.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the value, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT:

1. *Definitions.* The following terms shall have the meanings ascribed to them in this Section 1 when used within the Agreement.
  - (a) "*Adverse Consequences*" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses including any diminution in value of the Business or the Purchased Assets, including court costs and reasonable attorneys' fees and expenses, provided, however, Adverse Consequences shall exclude punitive damages unless such punitive damages are recovered by a third person from a Party entitled to indemnification pursuant to this Agreement, in which case such punitive damages shall be considered an Adverse Consequence.
  - (b) "*Affiliate*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.
  - (c) "*Affiliated Group*" means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local, or non-U.S. Law.
  - (d) "*Applicable Rate*" means the corporate base rate of interest publicly announced from time to time by Wells Fargo Bank N.A. plus two percent (2%).

- (rr) "*Fiduciary*" has the meaning set forth in ERISA Section 3(21).
- (ss) "*Final Working Capital*" has the meaning set forth in Section 2(d)(iv)(A).
- (tt) "*Financial Statements*" has the meaning set forth in Section 3(h).
- (uu) "*GAAP*" means United States generally accepted accounting principles as in effect from time to time, consistently applied.
- (vv) "*Governmental Body*" has the meaning set forth in Section 2(k).
- (ww) "*Hazardous Substances*" means: (i) any substance or material requiring remediation under any Environmental Law; (ii) any substances defined or listed at any time as "hazardous substances", "hazardous materials", "hazardous waste", "extremely hazardous substances", "toxic substances", "toxic chemicals", or any variation thereof, or determined at any time to be such pursuant to applicable Laws; (iii) any substances which are toxic (including lead), explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic; (iv) any substances which contain petroleum hydrocarbons, polychlorinated biphenyls, asbestos, asbestos containing materials or urea formaldehyde; and (v) noise, mold, odor, or radiation.
- (xx) "*Improvements*" has the meaning set forth in Section 3(q)(v).
- (yy) "*Indebtedness*" means: (i) indebtedness for borrowed money (including all accrued interest and accumulated amortization); (ii) obligations for deferred purchase price of property or services (other than trade payables created in the Ordinary Course of Business but including any trade payables which have not been paid within terms or, if earlier, within the Ordinary Course of Business); (iii) all obligations as lessee under Leases that have been or should be, in accordance with GAAP, recorded as capital leases; (iv) all obligations, contingent or otherwise, under acceptance, letter of credit or similar facilities; and (v) guarantees for indebtedness of the kind referred to in clauses (i) through (iv) above.
- (zz) "*Indemnified Party*" has the meaning set forth in Section 8(d).
- (aaa) "*Indemnifying Party*" has the meaning set forth in Section 8(d).
- (bbb) "*Intellectual Property*" means: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, divisions, continuations-in-part, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, other product or service source identifiers, and rights in telephone numbers, together with all translations, adaptations, derivations, and

combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all mask works and all applications, registrations, and renewals in connection therewith; (v) all trade secrets and confidential, technical, and business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (vi) all computer software (including Source Code, Object Code, data, databases, and related documentation); (vii) all advertising and promotional materials; (viii) all other intellectual property rights; and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

- (ccc) "*Knowledge of Seller*" means the actual knowledge of Owner, Debbie McClanahan, Barbara Fenley, Susan Parker, Bryan Chilton, Jamie Potter, and any owner, officer, or director of Seller or constructive knowledge of the foregoing Persons, if a reasonably prudent Person in a like position would have known, or should have known the fact after due inquiry.
- (ddd) "*Laws*" means all federal, state, county, local and non-U.S. government (and all agencies thereof) laws, statutes, rules, regulations, ordinances and requirements promulgated by any Governmental Body including those arising under common law, and including any judicial or administrative orders, determinations and interpretations thereof.
- (cee) "*Lease Consents*" has the meaning set forth in Section 7(a)(viii).
- (fff) "*Leased Real Property*" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by Seller, together with all Leased Real Property Subleases.
- (ggg) "*Leased Real Property Subleases*" means all subleases, licenses, or other agreements pursuant to which Seller conveys or grants to any Person a subleasehold estate in, or the right to use or occupy, any Leased Real Property or portion thereof, including the right to all security deposits and other amounts and instruments held by or on behalf of Seller thereunder.
- (hhh) "*Leases*" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller thereunder.

- (bbbb) "*Permitted Encumbrances*" means with respect to each parcel of Real Property: (i) real estate taxes, assessments and other governmental levies, fees, or charges imposed with respect to such Real Property that are: (A) not due and payable as of the Closing Date; or (B) being contested in good faith and for which appropriate reserves have been established in accordance with GAAP; (ii) mechanics' liens and similar liens for labor, materials, or supplies provided with respect to such Real Property incurred in the Ordinary Course of Business for amounts that are: (A) not due and payable as of the Closing Date; or (B) being contested in good faith and for which appropriate reserves have been established in accordance with GAAP; (iii) zoning, building codes and other land use laws regulating the use or occupancy of such Real Property or the activities conducted thereon which are imposed by any Governmental Body having jurisdiction over such Real Property and are not violated by the current use or occupancy of such Real Property or the operation of Seller's businesses (including the Business) as currently conducted thereon; and (iv) easements, covenants, conditions, restrictions, and other similar matters of record affecting title to such Real Property that do not or would not impair the use or occupancy of such Real Property in the operation of Seller's businesses (including the Business) as currently conducted thereon.
- (cccc) "*Person*" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a Governmental Body (or any department, agency, or political subdivision thereof).
- (dddd) "*Prohibited Transaction*" has the meaning set forth in ERISA Section 406 and Code Section 4975.
- (eeee) "*Purchased Assets*" means all of Seller's right, title, and interest in and to all of Seller's assets, properties and rights of any kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill) wherever located and whether now existing or hereafter acquired (in each case, excluding the Excluded Assets), including all of Seller's: (i) Leased Real Property; (ii) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies); (iii) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions; (iv) leases, subleases, and rights thereunder; (v) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder; (vi) accounts, notes, and other receivables; (vii) securities; (viii) claims, deposits, prepayments, refunds, insurance benefits (including all rights and proceeds arising from or related to the Purchased Assets or the

- (xv) None of the Real Property or any portion thereof is located in a flood hazard area (as defined by the Federal Emergency Management Agency).
  - (xvi) There is no amount due and payable by Seller to any architect, contractor, subcontractor, materialman, or other person or entity for work or labor performed for, or materials or supplies provided to, or in connection with, any Real Property or portion thereof which is delinquent. There is no work or labor being performed for, or materials or supplies being provided to, or in connection with, any Real Property or portion thereof, or to be performed or supplied prior to Closing, other than routine maintenance and repair work undertaken in the Ordinary Course of Business, which costs and expenses through completion will not exceed \$50,000 and which shall be paid in full prior to Closing.
  - (xvii) Each Real Property has access to water resources necessary in the operation of the Business, and such access to and use of such water resources is not dependent on the ownership or lease of any other real property, easements, or real property interests, contractual rights, shares, certificates, permits, or other rights, interests, or privileges of any kind which are not held by Seller.
  - (xviii) There are no pending property insurance claims pursuant to Seller's insurance policies with respect to any Real Property or any portion thereof. Seller has not received, during the six (6) year period immediately preceding and ending on the Closing Date, any written notice from any insurance company or any board of fire underwriters (or any entity exercising similar functions) with respect to any Real Property or any portion thereof: (i) requesting Seller to perform any repairs, alterations, improvements, or other work for such Real Property which Seller has not completed in full; or (ii) notifying Seller of any defects or inadequacies in such Real Property which would materially adversely affect the insurability of the Real Property or the premiums for the insurance thereof.
- (t) *Intellectual Property.*
- (i) Seller owns and possesses or has the right to access and use pursuant to a valid and enforceable written license, or sublicense, agreement all Intellectual Property necessary or used in the operation of the Business. Each item of Intellectual Property owned, accessed, or used by the Business immediately prior to the Closing will be owned or available for access and use by the Business (and Purchaser) on identical terms and conditions immediately subsequent to the Closing. Seller has taken all commercially reasonable actions necessary and

desirable to maintain and protect each item of Intellectual Property that it owns or uses.

- (ii) Neither Seller nor the Business has or will interfere with, infringed upon, diluted, misappropriated, or otherwise violated or come into conflict with, any Intellectual Property rights of third parties and to Knowledge of Seller there are no facts indicating a likelihood for the foregoing. Except as set forth on Section 3(r)(ii) of the Disclosure Schedule, Seller has never received any charge, complaint, claim, demand, or notice alleging any such interference infringement, misappropriation, dilution, violation or conflict (including any claim that Seller must license or refrain from accessing or using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third party has or is infringing upon, diluting, misappropriating, or otherwise violating, any Intellectual Property rights owned by Seller.
  
- (iii) Section 3(r)(iii) of the Disclosure Schedule identifies: (a) each right and each registration that has been issued to Seller with respect to any of its patents, trademarks, service marks, trade names, corporate names, Internet domain names, or copyrights; (b) each pending application for registration that Seller has made with respect to any of its patents, trademarks, service marks, trade names, corporate names, Internet domain names, or copyrights; and (c) each material license, sublicense, agreement, covenant not to sue, or other permission that Seller has granted in writing to any third party with respect to any Intellectual Property owned by Seller (other than non-exclusive licenses granted to customers pursuant to the Seller's standard terms and conditions available on Seller's websites or set forth on Section 3(r)(iii) of the Disclosure Schedule) ("Standard Customer Terms and Conditions"). Seller has made available to Purchaser correct and complete copies of all such registrations, applications, and material written licenses, sublicenses, agreements, covenants not to sue, and permissions (as amended up to the date of this Agreement), unless otherwise specified in Section 3(r)(iii) of the Disclosure Schedule. There are no material unregistered trademarks or copyrights owned or used by Seller. With respect to each item of Intellectual Property required to be identified in Section 3(r)(iii) of the Disclosure Schedule:
  - (A) Seller owns and possesses all right, title, and interest in and to such item, free and clear of any Lien, license, or other restriction or limitation regarding access, use, or disclosure other than: (i) non-exclusive licenses granted to customers pursuant to the Standard Customer Terms and Conditions; or

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER PARTIES:

VENTURE ENCODING SERVICE, LLC

By: Kenneth K. Hargis

Name: Kenneth K. Hargis

Title: Managing Member

Kenneth K. Hargis  
Kenneth K. Hargis, Individually

PURCHASER:

TAYLOR CORPORATION

By: Larry Lombardi

Name: Larry Lombardi

Title: Vice President

Section 3(r) -- Intellectual Property

(ii)

1. Agreement and Mutual Release, dated as of February 23, 2012, between Seller and Actuate Corporation.

(iii)

1. VENTURE ACCESS, Reg. No. 2,228,892, Reg. Date March 2, 1999, owned by Seller.

(iii)(A)

None.

(iii)(D)

1. Vendor Agreement, dated as of October 15, 2007, by and between Seller and PNC Bank (f/k/a National City Bank), as amended by, Third Amendment to the Vendor Agreement, dated as of October 15, 2007 and Fourth Amendment to Vendor Agreement, dated as of October 13, 2011, by and between Seller and PNC Bank (f/k/a National City Bank).

(iv)

1. Master Software License Agreement, dated March 31, 2004, by and between Exstream Software, Inc.
2. PMA Agreement, dated January 1, 2010, between Sensible Technologies Inc. and Seller.
3. Software License Agreement, dated as of June 30, 2005, between Seller and Crawford Technologies Inc.
4. Product License Agreement, dated January 1, 2011, between Seller and Connectivity Systems Incorporated.
5. Master License Agreement, dated April 6, 2009, by and between PrintSoft Americas, Inc. and Seller, as amended by Amendment to Master License Agreement, dated December 10, 2010.
6. Software License Agreement, dated June 23, 2005, between Firstlogic, Inc. and Seller.
7. Customer Agreement, dated as of March 23, 2011, between Seller and Oce North America, Inc.
8. IBM Customer Agreement (Mainframe Operating System License).