

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunburst Digital, Inc.		04/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunburst Acquisition LLC		
Street Address:	1501 N. Michael Dr.		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2906463	SUNBURST	
Registration Number:	2233699	WEB WORKSHOP	
CORRESPONDENCE DATA			
Fax Number:	3123727951		
<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:	3127042196		
Email:	ecohen@sfggh.com		
Correspondent Name:	Etahn M Cohen		
Address Line 1:	30 N. LaSalle St., Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Etahn M. Cohen		
SIGNATURE:	/Etahn M. Cohen/		
DATE SIGNED:	06/14/2019		
Total Attachments: 5			
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OP \$65.00 2906463

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), effective as of April 3, 2019, is made and entered into by and between Sunburst Digital, Inc., a Delaware corporation ("**Assignor**"), and Sunburst Acquisition LLC, an Illinois limited liability company ("**Assignee**").

RECITALS

A. Assignor is the registered owner of certain trademark registrations listed on the attached **Exhibit A** (the "**Assigned Trademarks**");

B. Assignor transferred and assigned all of its property and assets, whatever and wherever situated, to Howard B. Samuels solely in his capacity as Trustee (the "**Trustee**," referred to collectively with the Assignor and Assignee as the "**Parties**") under a Trust Agreement and Assignment for the Benefit of Creditors of Sunburst Digital, Inc., dated as of March 20, 2019;

C. Included in the assets and property transferred to the Trustee were the Assigned Trademarks, but the assignment of the Assignor's interest in the Assigned Trademarks to the Trustee was not recorded with the United States Patent & Trade Office;

D. The Trustee and Assignee have entered into an Agreement for the Purchase and Sale of Assets dated as of March 20, 2019 (the "**APA**"), under which Assignee has acquired the Assigned Trademarks from the Trustee; and

E. The Parties now wish to enter into this Assignment to document Assignee's acquisition of the Assignor's rights in the Assigned Trademarks and the goodwill associated therewith.

AGREEMENT

Now, therefore, for good and valuable consideration as documented in the APA and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Trustee Consent & Direction. The Trustee hereby consents to the provisions of this Assignment, and further directs the Assignor to take all necessary actions with respect to selling, transferring, conveying, assigning, and delivering the Assigned Trademarks, to the extent necessary or helpful to effect their transfer to Assignee. Such actions may include, without limitation, transferring any and all rights Assignor holds as the record holder of the Assigned Trademarks.

2. Trademark Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of its right, title and interest in and to: (i) the Assigned Trademarks, together with the goodwill of the business symbolized by this Assignment; (ii) all renewals and extensions of any such registrations; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademarks; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands

for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4. Governing Law. This Assignment will be governed by, and construed according to (i) the laws of the United States, in respect to trademark issues; and (ii) in all other respects, including as to the validity (except for trademark issues), interpretation and effect, by the laws of Illinois, without giving effect to the conflict of laws rules thereof.

5. Counterparts. This Assignment may be executed in multiple counterparts, each constituting an original, and together constituting the entire agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

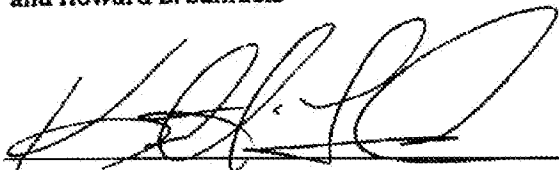
6. Further Assurances. Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

[Signature page follows]

In Witness Whereof, the parties have caused this Assignment to be made and executed by duly authorized officers as of the date first written above.

Assignor:

Sunburst Digital, Inc., a Delaware Corporation,
Assignor under Trust Agreement dated as of
March 20, 2019 between Sunburst Digital, Inc.,
and Howard B. Samuels



Ken Leonard
Chief Executive Officer

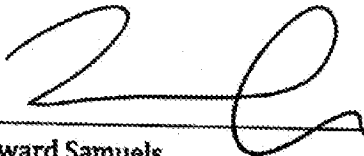
Assignee:

Sunburst Acquisition LLC, an Illinois limited
liability company

Gregory Yurovsky
Managing Member

Trustee:

Howard Samuels, solely as Assignee under Trust
Agreement dated as of March 20, 2019 between
Sunburst Digital, Inc., and Howard B. Samuels



Howard Samuels

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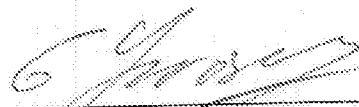
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Howard Samuels

Assignee:

Sunburst Acquisition LLC, an Illinois limited
liability company



Gregory Yuzovsky
Managing Member

Exhibit A

Registered Trademarks

Mark	USPTO Ser./Reg. No.	Current Owner
SUNBURST	Reg. 2906463	Sunburst Digital, Inc.
WEB WORKSHOP	Reg. 2233699	Sunburst Digital, Inc.