

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528344

<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>
PhotoLynx, Inc.		06/12/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PhotoLynx, LLC		
<b>Street Address:</b>	1308 Main Street, Suite 201		
<b>City:</b>	Ramona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92065		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5445123	PLIC EXPERIENCE	
<b>Registration Number:</b>	5176489	PLI	
<b>Registration Number:</b>	5170458		
<b>Registration Number:</b>	4968013	TRACKLYNX	
<b>Registration Number:</b>	4967992	RIPLYNX!	
<b>Registration Number:</b>	4901150	PLIC	
<b>Registration Number:</b>	3990557	FLOW	
<b>Registration Number:</b>	3791296	PROOF MYCLASS	
<b>Registration Number:</b>	3082817	MR. GRAY	
<b>Registration Number:</b>	2612325	CAMLYNX	
<b>Registration Number:</b>	2380901	PHOTOLYNX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032912400		
<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>	3032912300		
<b>Email:</b>	jpolson@perkinscoie.com		
<b>Correspondent Name:</b>	Sabrina J. Danielson, Perkins Coie LLP		
<b>Address Line 1:</b>	1900 16th Street, Suite 1400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		

OP \$290.00 5445123

<b>ATTORNEY DOCKET NUMBER:</b>	127402-0029
<b>NAME OF SUBMITTER:</b>	Sabrina J. Danielson
<b>SIGNATURE:</b>	/Sabrina J. Danielson/
<b>DATE SIGNED:</b>	06/19/2019

**Total Attachments: 6**

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source=PhotoLynx\_Jumpseat - EXECUTED Trademark Assignment - PhotoLynx (Exhibit E) (002)#page2.tif  
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source=PhotoLynx\_Jumpseat - EXECUTED Trademark Assignment - PhotoLynx (Exhibit E) (002)#page6.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of June 12, 2019, is made by and between PhotoLynx, Inc. a California corporation, with an address at 1308 Main Street, Suite 201, Ramona, California 92065 (“Assignor”) and PhotoLynx, LLC, a Delaware limited liability company, with an address at 1308 Main Street, Suite 201, Ramona, California 92065 (“Assignee”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain assets, including the trademarks as set forth in **Schedule A**, on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor owns all rights, title, and interest in and to the trademarks as set forth in **Schedule A** attached hereto and incorporated herewith, and all common law rights appurtenant thereto, as well as all goodwill and the business associated therewith (hereinafter collectively referred to as the “Trademarks”);

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademarks identified in Schedule A, including the goodwill and common law rights appurtenant thereto, and the business associated therewith.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

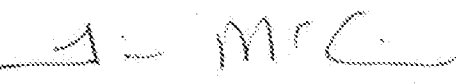
5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

(Signature Page Follows)

The parties are signing this Assignment as of the date first mentioned above.

ASSIGNOR:

PHOTOLYNX, INC.

By: 

Timothy McCain  
President

ASSIGNEE:

PHOTOLYNX, LLC

By: \_\_\_\_\_

James Linden  
Authorized Signatory

PhotoLynx, Inc. Trademark Assignment

**TRADEMARK**  
**REEL: 006673 FRAME: 0169**

The parties are signing this Assignment as of the date first mentioned above.

ASSIGNOR:

PHOTOLYNX, INC.

By: \_\_\_\_\_  
Timothy McCain  
President

ASSIGNEE:

PHOTOLYNX, LLC

By: \_\_\_\_\_  
  
James Linden  
Authorized Signatory

PhotoLynx, Inc. Trademark Assignment

**TRADEMARK**  
**REEL: 006673 FRAME: 0170**

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods and Services</b>
PLIC EXPERIENCE	USA	<b>App</b> 87570005	<b>App</b> 15-AUG-2017	<b>Reg</b> 5445123	<b>Reg</b> 10-APR-2018	<b>INT. CL. 9</b> COMPUTER WORKFLOW SOFTWARE FOR THE PHOTOGRAPHER AND PHOTO LAB THAT ORGANIZES SUBJECT INFORMATION AND DIGITAL IMAGES IN ORDER TO PRODUCE PHOTOGRAPHIC PRODUCTS IN THE SCHOOL, SPORT, CONCERT AND EVENT INDUSTRIES, SUCH AS PRINTS AND DIGITAL IMAGES OF ALL SIZES
PLI	USA	<b>App</b> 87187386	<b>App</b> 29-SEP-2016	<b>Reg</b> 5176489	<b>Reg</b> 04-APR-2017	<b>INT. CL. 37</b> TECHNICAL SUPPORT SERVICES, NAMELY, TECHNICAL ADVICE CONCERNING THE INSTALLATION, REPAIR AND MAINTENANCE OF COMPUTER SOFTWARE RELATING TO AUTOMATED OPTICAL AND DIGITAL SERVICE PRODUCTION FOR USE IN THE SCHOOL AND SPORT PHOTOGRAPHIC INDUSTRY
<i>Design Only</i> 	USA	<b>App</b> 87132550	<b>App</b> 09-AUG-2016	<b>Reg</b> 5170458	<b>Reg</b> 28-MAR-2017	<b>INT. CL. 9</b> COMPUTER SOFTWARE FOR USE IN THE SCHOOL PHOTOGRAPHY INDUSTRY TO STREAMLINE THE PRODUCTION OF DIGITAL AND AUTOMATED OPTICAL SYSTEMS THROUGHOUT THE PHOTOGRAPHIC PRODUCTION PROCESS
TRACKLYNX	USA	<b>App</b> 86755641	<b>App</b> 14-SEP-2015	<b>Reg</b> 4968013	<b>Reg</b> 31-MAY-2016	<b>INT. CL. 9</b> COMPUTER SOFTWARE FOR USE BY PHOTOGRAPHERS, STUDIOS AND LABS IN THE SCHOOL AND SPORT PHOTOGRAPHY INDUSTRY FOR VIEWING, EDITING, MANAGING AND CUSTOMIZING DIGITAL PHOTOGRAPHS, DIGITAL IMAGES, DATA AND TEXT
RIPLYNX!	USA	<b>App</b> 86753255	<b>App</b> 10-SEP-2015	<b>Reg</b> 4967992	<b>Reg</b> 31-MAY-2016	<b>INT. CL. 9</b> COMPUTER SOFTWARE FOR USE BY PHOTOGRAPHERS, STUDIOS AND LABS IN THE SCHOOL AND SPORT PHOTOGRAPHY INDUSTRY FOR VIEWING, EDITING, MANAGING, CUSTOMIZING, DESIGNING AND PRINTING DIGITAL PHOTOGRAPHS, DIGITAL IMAGES, DATA AND TEXT
PLIC	USA	<b>App</b> 86656691	<b>App</b> 09-JUN-2015	<b>Reg</b> 4901150	<b>Reg</b> 16-FEB-2016	<b>INT. CL. 42</b> PROVIDING ONLINE NON-DOWNLOADABLE INTERNET-BASED SYSTEM APPLICATIONS FEATURING TECHNOLOGY ENABLING PHOTOGRAPHERS, STUDIOS AND LABS IN THE SCHOOL AND SPORTS PHOTOGRAPHY INDUSTRY TO UPLOAD, STORE, BACK UP, PROCESS, SHARE AND MANAGE PHOTOGRAPHS, STUDENT DATA AND PRODUCT CATALOGS
FLOW	USA	<b>App</b> 77726294	<b>App</b> 30-APR-2009	<b>Reg</b> 3990557	<b>Reg</b> 05-JUL-2011	<b>INT. CL. 9</b> COMPUTER SOFTWARE FOR THE PHOTOGRAPHER AND PHOTO LAB THAT ORGANIZES SUBJECT INFORMATION AND DIGITAL IMAGES IN ORDER TO PRODUCE PHOTOGRAPHIC PRODUCTS IN THE SCHOOL, SPORT AND EVENT INDUSTRIES, SUCH AS

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Goods and Services
						PRINTS OF ALL SIZES, CDS, COMPOSITES, YEARBOOKS, ID CARDS, TRADER CARDS AND MAGAZINE COVERS
PROOF MYCLASS	USA	App 77716287	App 17-APR-2009	Reg 3791296	Reg 18-MAY-2010	INT. CL. 9 COMPUTER SOFTWARE FOR PROVIDING ON-LINE TOOLS FOR SCHOOL PHOTOGRAPHERS THAT FACILITATES THE VERIFICATION OF PHOTOGRAPHY WITH STUDENT INFORMATION
MR. GRAY	USA	App 78626582	App 10-MAY-2005	Reg 3082817	Reg 18-APR-2006	INT. CL. 9 COMPUTER SOFTWARE FOR USE BY PHOTOGRAPHERS USING DIGITAL CAMERAS TO ENSURE THAT DIGITAL IMAGES ARE CORRECTLY EXPOSED AND COLOR-BALANCED
CAMLYNX	USA	App 76267696	App 07-JUN-2001	Reg 2612325	Reg 27-AUG-2002	INT. CL. 9 COMPUTER SOFTWARE FOR USE TO AUTOMATE DIGITAL CAPTURE AND DATA ALIGNMENT OF PHOTOGRAPHS AND TEXT BY LINKING EACH PERSON WITH THEIR DIGITAL IMAGE AND INSERTING THEIR IMAGE INTO A CUSTOM TEMPLATE FOR PRODUCING DIGITAL SERVICES SUCH AS CDS, COMPOSITES, YEARBOOKS, MUGBOOKS, ID CARDS, TRADER CARDS AND MAGAZINE COVERS
PHOTOLYNX	USA	App 75672090	App 29-MAR-1999	Reg 2380901	Reg 29-AUG-2000	INT. CL. 9 COMPUTER SOFTWARE, NAMELY AUTOMATED OPTICAL AND DIGITAL SERVICE PRODUCTION FOR USE IN THE SCHOOL AND SPORT PHOTOGRAPHIC INDUSTRY
PLIC EXPERIENCE	Canada	App 1883419	App 15-FEB-2018			(1) Computer workflow software for the photographer and photo lab that organizes subject information and digital images in order to produce photographic products in the school, sport, concert and event industries, such as prints and digital images of all sizes
FLOW	Canada	App 1486023	App 21-JUN-2010	Reg TMA816148	Reg 25-JAN-2012	(1) Computer software for the photographer and photo lab that organizes subject information and digital images in order to produce photographic products in the school, sport and event industries, namely prints of all sizes, CDs, composites, yearbooks, ID cards, trader cards and magazine covers.
PLIC	California State			Reg 69850	Reg 12-MAY-2015	Providing online non-downloadable internet-based system applications to photographers, studios and labs in the photography industry, to upload, store, back up, process, share and manage photographs, student data and product catalogs