TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM536813

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QCSI, Inc.		01/25/2017	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Manchester Industries, Inc. of Virginia
Street Address:	200 Orleans Street
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23231
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2463416	QUICK CHANGE

CORRESPONDENCE DATA

Fax Number: 5093238979

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.

Phone: 509-944-4642

Email: karig@leehayes.com

Correspondent Name: Kari Gondry

Address Line 1: 601 W. Riverside Ave. Suite 1400 Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	C051-0078TMUS
NAME OF SUBMITTER:	Kari Gondry
SIGNATURE:	/Kari Gondry/
DATE SIGNED:	08/15/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 25. 2017, is made by QCSI, Inc., ("Assignor"), a State of Michigan corporation, located at 40 Monument Road, Suite 200, Bala Cynwyd, PA 19004, in favor of Manchester Industries, Inc. of Virginia ("Assignee"), a Virginia corporation, located at 200 Orleans Street, Richmond, VA 23231.

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Electronic Transmission</u>. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

TRADEMARK
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4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

QCSI, Inc.

By: Man Aul

Name: Michael S. Gadd

Title: Senior Vice President, General Counsel,

and Corporate Secretary

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	Registration Number	Registration Date
QUICK CHANGE	2463416	06/26/2001