

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537165

<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>
Chicago Office Technology Group, Inc.		08/16/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xerox Business Solutions, Inc.		
<b>Street Address:</b>	8701 Florida Mining Blvd.		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75264781	LEWAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	203-849-2319		
<b>Email:</b>	usa.ogc.trademark.docket@xerox.com		
<b>Correspondent Name:</b>	Margaret W. Walker		
<b>Address Line 1:</b>	201 Merritt 7		
<b>Address Line 4:</b>	Norwalk, CONNECTICUT 06851-1056		
<b>NAME OF SUBMITTER:</b>	Margaret W. Walker		
<b>SIGNATURE:</b>	/Margaret W. Walker/		
<b>DATE SIGNED:</b>	08/19/2019		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 16th day of August, 2019 (the "Effective Date"), is entered into by and between **CHICAGO OFFICE TECHNOLOGY GROUP, INC.**, an Illinois corporation, with its principal place of business located at 4 Territorial Court, Suite M, Bolingbrook, Illinois 60440 (the "Assignor," which expression shall include the Assignor's personal representatives and successors in title), and, **XEROX BUSINESS SOLUTIONS, INC.**, a Delaware corporation with its principal place of business located at 8701 Florida Mining Blvd., Tampa, Florida 33634 (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademark/service mark "LEWAN" (hereafter, the "Trademark"), and that it owns any and all rights in and to the Trademark, including all common law rights and any and all other intellectual property rights; and

WHEREAS, the Assignor represents that it is using the Trademark in its business in connection with "retail store services featuring copiers, duplicators, printers, facsimile machines, computers, computer peripherals, computer software, cable equipment, office equipment and office supplies", and that it has not abandoned the Trademark; and

WHEREAS, the Assignor is the owner of a federal registration on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the Trademark, namely, U.S. Registration No. 2227177 in International Class 035, registered on March 2, 1999 (hereafter, the "Trademark Registration"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademark and the Trademark Registration to the Assignee, and is desirous of transferring such rights and related goodwill; and

WHEREAS, the Assignee is a successor to a portion of the ongoing and existing business of the Assignor to which the Trademark and the Trademark Registration pertain and is desirous of acquiring the Trademark and the Trademark Registration and the related goodwill.

NOW THEREFORE, in consideration of the mutual promises herein contained, and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereby agree as follows:

- I. The Assignor represents and warrants that:
  - 1.1. The Trademark does not violate or infringe any intellectual property, personal or property rights of others including, but not limited to, any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
  - 1.2. The Assignor has no knowledge of any threatened or pending claims regarding the Trademark and the Trademark Registration including, but not limited to, any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others;
  - 1.3. The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
  - 1.4. The Assignor is the sole owner of any and all rights, title and interest in and to the Trademark and the Trademark Registration, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.

2. The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world including, without limitation, all federal, state, foreign, statutory and common law rights, and all intellectual property rights and moral rights, in and to the Trademark and the Trademark Registration (and all extensions and renewals of any trademark application and registration resulting therefrom, and all extensions and renewals of the Trademark Registration, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademark and the Trademark Registration, and the portion of the business of the Assignor to which the Trademark and the Trademark Registration pertain. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademark and variations thereof (in addition to the above-listed Trademark Registration) and all rights to renewals and extensions for any such trademark Registration.
3. The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademark and the Trademark Registration (including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademark or the Trademark Registration.
4. It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademark and the Trademark Registration in any manner chosen by the Assignee.
5. The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
6. The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademark and the Trademark Registration.
7. The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademark and the Trademark Registration, and to effectuate this Agreement.
8. The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademark or any variation thereof, or seek to cancel any Registration resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademark.
9. The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademark and the Trademark Registration, are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademark and the Trademark Registration, or any derivative thereof.
10. The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss, damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademark or any part thereof. Losses under this section shall include, but not be limited to costs, damages and attorneys' fees. The Assignor's duty to indemnify, defend, and hold the Assignee

harmless shall apply to claims or actions founded in whole or in part on any alleged negligence of the Assignor, its representatives, employees, agents, officers or directors.

11. This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
12. If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
13. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
14. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
15. This Agreement and its effect are subject to and shall be construed and enforced exclusively in accordance with the laws of the State of Florida, without regard to conflict of law principles. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, Tampa Division.
16. The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors and assigns.
17. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A signed copy of this Agreement delivered via facsimile, email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment of Trademark Agreement" on this 10<sup>th</sup> day of August 2019.

[SIGNATURE PAGE TO FOLLOW]

CHICAGO OFFICE TECHNOLOGY GROUP, INC. an Illinois corporation  
("ASSIGNOR")

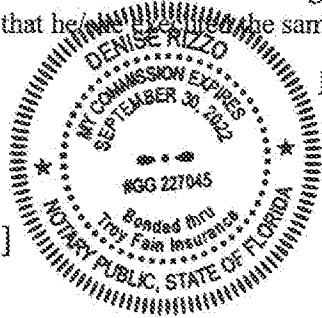
By: Sheila Rosenblatt

Name: Sheila Rosenblatt

Title: Director and Assistant Treasurer

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 16<sup>th</sup> day of August 2019, before me appeared Sheila Rosenblatt, as Director and Assistant Treasurer of Assignor, who is personally known to me [ ] or has produced as satisfactory evidence to be the person who executed the foregoing instrument and he/she thereupon duly acknowledged to me that he/she executed the same to be his/her free act and deed.



By: [Signature]  
Notary Public

[NOTARY SEAL]

XEROX BUSINESS SOLUTIONS, INC. a Delaware corporation  
("ASSIGNEE")

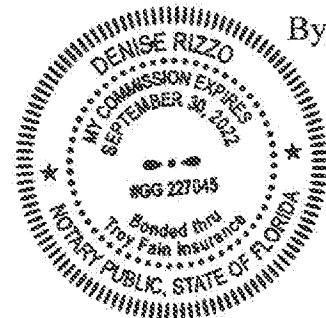
By: R. Edward Bass

Name: R. Edward Bass

Title: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 16<sup>th</sup> day of August 2019, before me appeared R. Edward Bass, as President of Assignor, who is personally known to me [ ] or has produced as satisfactory evidence to be the person who executed the foregoing instrument and he/she thereupon duly acknowledged to me that he/she executed the same to be his/her free act and deed.



By: [Signature]  
Notary Public

[NOTARY SEAL]

# Delaware

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*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"GLOBAL IMAGING OPERATIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

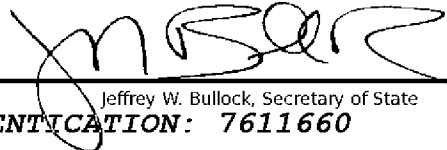
WITH AND INTO "CHICAGO OFFICE TECHNOLOGY GROUP, INC." UNDER THE NAME OF "CHICAGO OFFICE TECHNOLOGY GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2009, AT 12:53 O'CLOCK P.M.

4746883 8100M

090971099

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7611660

DATE: 10-29-09

TRADEMARK  
REEL: 006723 FRAME: 0635

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF A  
DOMESTIC LIMITED LIABILITY COMPANY INTO  
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Corporation is Chicago Office Technology Group, Inc.  
\_\_\_\_\_, a Foreign Corporation.

**Second:** The jurisdiction in which this Corporation was formed is Illinois.

**Third:** The name of the Limited Liability Company being merged into the Corporation is Global Imaging Operations, LLC  
\_\_\_\_\_, a Delaware Limited Liability Company.

**Fourth:** The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

**Fifth:** The name of the surviving foreign Corporation is Chicago Office Technology Group, Inc.  
\_\_\_\_\_.

**Sixth:** An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 4 Territorial Court, Suite M Bolingbrook, IL 60440  
\_\_\_\_\_.

**Seventh:** A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**Eighth:** The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

4 Territorial Court, Suite M

Bolingbrook, IL 60440  
\_\_\_\_\_  
\_\_\_\_\_



IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 15 day of October, A.D., 2009.



By: \_\_\_\_\_  
Authorized Officer

Name: Lawrence Paine, VP and Secretary  
Print or type