

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toshiba America Information Systems, Inc.		09/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Toshiba America Client Solutions, Inc.		
Street Address:	5241 California Ave, Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92617		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3611567	ACCLAIM	
Registration Number:	1981406	ACCUPOINT	
Registration Number:	4325176	AUTOBRITE	
Registration Number:	4638179	+CARE SUPPORT	
Registration Number:	3176199	EASYGUARD	
Registration Number:	4573493	ENCORE	
Registration Number:	2134233	ENCORE	
Registration Number:	4199884	EXCITE	
Registration Number:	4842174	EXCITE GO	
Registration Number:	3734752	FUSION	
Registration Number:	3545528	NOTEBOOKS FOR SCHOOLS	
Registration Number:	4343992	PIXELPURE	
Registration Number:	2629998	PLATINUM PAGES	
Registration Number:	1906389	PORTEGE	
Registration Number:	1852930	SATELLITE	
Registration Number:	4973474	SATELLITE CLICK	
Registration Number:	4965999	SATELLITE FUSION	
Registration Number:	4846996	SATELLITE RADIUS	
Registration Number:	4672266	STORAGE PLACE	
TRADEMARK			

OP \$640.00 3611567

Property Type	Number	Word Mark
Registration Number:	4635418	STORAGE PLACE
Registration Number:	2404262	SYSTEMGUARD
Registration Number:	4827925	TRAVEL PLACE
Registration Number:	3154855	TRUBRITE
Registration Number:	4977997	TRUPEN
Registration Number:	5014673	TRUTALK

CORRESPONDENCE DATA

Fax Number: 7038164100
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: 7038164003
Email: nixonptomail@nixonvan.com, djb@nixonvan.com
Correspondent Name: Donna J. Bunton
Address Line 1: 901 North Glebe Road, 11th Floor
Address Line 4: Arlington, VIRGINIA 22203

NAME OF SUBMITTER:	Donna J. Bunton
SIGNATURE:	/Donna J. Bunton/
DATE SIGNED:	09/13/2019

Total Attachments: 7
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of **September 30, 2018** ("Effective Date"), is made by and between TOSHIBA AMERICA INFORMATION SYSTEMS, INC., a corporation organized under the laws of California (the "Assignor") and TOSHIBA AMERICA CLIENT SOLUTIONS, INC., a corporation organized under the laws of Delaware (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee, entered into that certain Business Transfer Agreement, dated as of **September 30, 2018** (as amended, restated, supplemented or otherwise modified from time to time, the "Transfer Agreement"); and

WHEREAS, pursuant to the Transfer Agreement, the Assignor hereby agrees to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby agrees to purchase and accept from the Assignor all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in the Schedule hereto (the "Trademarks") together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in the Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

Section 1. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor all of the Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, including without limitation, (a) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (b) all rights to any actions of any nature available to or being pursued by the Assignor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

Section 2. Ownership; No Challenge. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, or (b) the Assignee's and its affiliates' rights to use and control the Trademarks.

Section 3. Further Assurances. From time to time, without further consideration, the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof, give effect to the transactions contemplated by this Agreement and the Transfer Agreement and fully evidence the Assignee's right, title and interest in, to and under the Trademarks, including, without limitation, complying with any and all procedures and

requirements of the United States Patent and Trademark Office to effectuate the assignment of the Trademarks and the preparation and filing of any documents with any intellectual property office or registry to evidence the assignments set forth herein.

Section 4. Fees and Expenses. The Assignee acknowledges and agrees that all costs and expenses incurred, arising from or in connection with this Agreement and the consummation of the assignment contemplated hereby shall be paid by the Assignee.

Section 5. Applicable Law and Jurisdiction. This Agreement and all claims or causes of action (whether arising in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws thereof to the extent such principles would require or permit the application of the laws of another jurisdiction.

Section 6. Entire Agreement. This Agreement, together with the Transfer Agreement, including all schedules and exhibits hereto and thereto, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 7. Construction. Nothing in this Agreement is intended to supersede, modify, limit, expand or amend any of the rights or obligations of the parties to the Transfer Agreement. In the event of a conflict between this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall govern.

Section 8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the duly authorized representatives as of the Effective Date.

ASSIGNOR:

TOSHIBA AMERICA INFORMATION SYSTEMS,
INC.

By: Melinda White

Name: Melinda White

Title: CFO

ASSIGNEE:

TOSHIBA AMERICA CLIENT SOLUTIONS, INC.

By: Mark Simons

Name: Mark Simons

Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006744 FRAME: 0426

**SCHEDULE
LIST OF TRADEMARKS**



TAIS CSD DPD
Trademarks 07-24-18

**TRADE MARK REGISTRATIONS
OWNED BY TOSHIBA AMERICA INFORMATION SYSTEMS, INC.**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
ACCLAIM	US	77535171	7/30/08	3611567	4/28/09
ACCUPOINT	US	74451167	10/26/93	1981406	6/18/96
APP PLACE (to be cancelled)	US	85246251	2/18/11	4143874	5/15/12
APP PLACE & DESIGN (to be cancelled)	US	85246261	2/18/11	4143875	5/15/12
AUTOBRITE	US	85416889	9/7/11	4325176	4/23/13
BOOK PLACE & DESIGN	US	85241833	2/14/11	4120555	4/3/12
+CARE SUPPORT	US	86042882	8/20/13	4638179	11/11/14
EASYGUARD	US	78610777	4/18/05	3176199	11/28/06
ENCORE	US	85954282	6/7/13	4573493	7/22/14
ENCORE	US	75229208	1/22/97	2134233	2/3/98
EXCITE	US	85386996	8/2/11	4199884	8/28/12
EXCITE GO	US	86279033	5/12/14	4842174	10/27/15

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
FN-ESSE	US	74538108	6/15/94	2014176	11/5/96
FUSION	US	77390704	2/6/08	3734752	1/5/10
NOTEBOOKS FOR SCHOOLS	US	77356552	12/20/07	3545528	12/9/08
PIXELPURE	US	85622144	5/10/12	4343992	5/28/13
PLATINUM PAGES	US	76075936	6/23/00	2629998	10/8/02
PORTEGE	US	74451168	10/26/93	1906389	7/18/95
PORTEGE	BRAZIL		1/3/97	819781185	1/18/17
SATELLITE	US	74295022	7/17/92	1852930	9/6/94
SATELLITE CLICK	US	85897950	4/8/13	4973474	6/7/16
SATELLITE FUSION	US	86563639	3/13/15	4965999	5/24/16
SATELLITE PRO & DESIGN (to be cancelled)	US	75149756	8/13/96	2083894	7/29/97
SATELLITE RADIUS	US	86280169	5/13/14	4846996	11/3/15
SELECTBAY (to	US	74724524	9/5/95	2109587	10/28/97

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
be cancelled)					
STORAGE PLACE	US	85808384	12/20/12	4672266	1/13/15
STORAGE PLACE & DESIGN	US	86058817	9/9/13	4635418	11/11/14
SYSTEMGUARD	US	75875741	12/21/99	2404262	11/14/00
TRAVEL PLACE & DESIGN	US	86223459	3/17/14	4827925	10/6/15
TRUBRITE	US	78424822	5/25/04	3154855	10/10/06
TRUPEN	US	86802657	10/28/15	4977997	6/14/16
TRUTALK	US	86801140	10/27/15	5014673	8/2/16