

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuickPivot Corporation		10/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Harland Clarke Corp.		
Street Address:	15955 La Cantera Parkway		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78256		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4861208	QUICKPIVOT	
Registration Number:	4827190	QUICKPIVOT	
Registration Number:	4760942	QUICKPIVOT	
Registration Number:	2779855	E	
Registration Number:	2282490	EXTRAPRISE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40176.16		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	10/06/2019		
Total Attachments: 5			

OP \$140.00 4861208

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of October 1, 2019, by and between Harland Clarke Corp., a Delaware corporation ("Assignee"), and QuickPivot Corporation, a Delaware corporation ("Assignor"). Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor, Assignee, and certain other parties entered into that certain Asset Purchase Agreement, dated as of September 24, 2019 (the "Purchase Agreement"), pursuant to which Assignee is purchasing substantially all of the assets of Assignor, all upon the terms set forth therein;

WHEREAS, Assignor owns all right, title, and interest in and to the patent and trademark assets listed on Appendix 1 hereto (the "Patents" and "Trademarks", respectively); and

WHEREAS, the parties are entering into this Assignment to confirm and reflect the assignment of all of Assignor's right, title and interest in and to the Patents and Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises, and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby accepts and receives, Assignor's entire worldwide right, title and interest in and to the Patents and Trademarks, free and clear of any Liens, including, without limitation, all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to it by law, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, continuations-in-part, or extension of any of the foregoing and any foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Patents or Trademarks, in each case for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this Assignment.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, without limitation, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

3. Execution; Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (.pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

4. Headings. The headings in this Assignment are for reference only and shall not affect the meaning, construction, or interpretation of any provisions hereof.

5. Governing Law. This Assignment shall be governed by, and construed, interpreted, and applied in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without reference to such state's principles of conflict of laws.

6. Successors and Assigns. This Assignment, and all the terms and provisions hereof, shall inure to the benefit of, and be binding upon, the assigns, successors, heirs, executors, and administrators of the parties hereto to the extent provided in the Purchase Agreement. Nothing herein, express or implied, is intended to or shall confer upon any other Person, including any employee or former employee of Assignor, any legal or equitable right, benefit, or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment.

7. No Amendment. This Assignment may not be amended, modified, or supplemented, except by an instrument in writing signed by the parties hereto.

8. Reformation; Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, such provision shall be modified so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNEE:

HARLAND CLARKE CORP.

By: Jana Schmidt
Name: Jana Schmidt
Its: President and Chief Executive Officer

ASSIGNOR:

QUICKPIVOT CORPORATION

By: _____
Name: Michael Curtin
Its: CEO/CRO

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

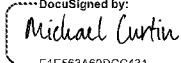
ASSIGNEE:

HARLAND CLARKE CORP.

By: _____
Name: Jana Schmidt
Its: President and Chief Executive Officer

ASSIGNOR:

QUICKPIVOT CORPORATION

By:  _____
Name: Michael Curtin
Its: CEO/CRO

APPENDIX 1

PATENT APPLICATION

Title	App. No.	Filing Date
Graphical System For Database Marketing	16/194,745	11/19/2018

ISSUED PATENTS

Title	App. No.	Filing Date	Patent No.	Issue Date
Graphical System For Database Marketing	14/661,512	03/18/2015	10,134,052	11/20/2018
Display Screen With Graphical User Interface	29/520,254	03/12/2015	D754,686	04/26/2016

REGISTERED TRADEMARKS

Trademark	Serial No.	Filing Date	Reg. No	Reg. Date
QuickPivot	86975775	09/05/2013	4861208	11/24/2015
QuickPivot	86975409	09/05/2013	4827190	10/06/2015
QuickPivot	86056342	09/05/2013	4760942	06/23/2015
E (and design)	75921383	02/15/2000	2779855	11/04/2003
Extraprise	75321947	07/10/1997	2282490	10/05/1999