

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intragrated Resources Holdings, Inc.		12/02/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Continuum Management Company, LLC		
Street Address:	191 N. Wacker Dr.		
Internal Address:	Suite 1400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5082023	PRINT MANAGEMENT IS SMART MANAGEMENT	
Registration Number:	4478666	CONTINUUM	
Registration Number:	5112811	CONTINUUM ONSOURCING	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312 977 4400		
Email:	lhargreaves@nixonpeabody.com		
Correspondent Name:	Janet M. Garetto		
Address Line 1:	70 W. Madison Street, 35th Floor		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Janet M. Garetto		
SIGNATURE:	/Janet M. Garetto/		
DATE SIGNED:	10/10/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 2, 2016, is made by and Intragrated Resources Holdings, Inc., a Connecticut corporation ("Seller"), in favor of Continuum Management Company, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement, by and among Buyer, Seller, Central National Gottesman Inc. and LSC Communications US, LLC, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and have agreed to execute and deliver this IP Assignment.

NOW THEREFORE, Sellers agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and, applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

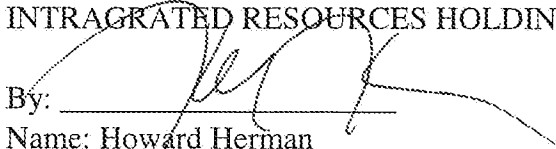
(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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. Further Actions. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This IP Assignment 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 IP 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 IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

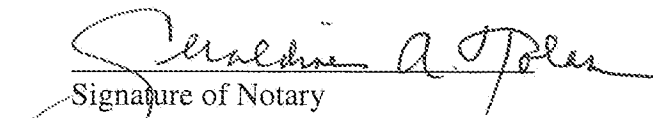
INTRAGRATED RESOURCES HOLDINGS, INC.

By: 
Name: Howard Herman
Title: Secretary

STATE OF NEW YORK)
)ss:
COUNTY OF WESTCHESTER)

On this 1st day of December 2016 before me the undersigned, a Notary Public for the State of New York, personally appeared Howard Herman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary

GERALDINE A. TOLAN
Notary Public, State of New York
Registration #01TO6291406
Qualified In Westchester County
Commission Expires October 15, 2017

STATE OF NEW YORK
NOTARY PUBLIC
GERALDINE A. TOLAN
WESTCHESTER COUNTY
COMMISSION EXPIRES OCTOBER 15, 2017

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2
ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS

SEE ATTACHED

Schedule 5.12(A)

Intellectual Property

CONTINUUM Issued: U.S. Patent and Trademark Office
Trademark Certificate attached.

PRINT MANAGEMENT IS SMART MANAGEMENT Issued: U.S. Patent and Trade Mark Office
Trademark Certificate and Correction Application attached.

CONTINUUM ONSOURCING U.S. Patent and Trademark Office
Serial Number: 86970993 Status: Pending

OnSourcing: Not registered

Active Sourcing: Not registered

The company maintains the following domain name:
continuum-mps.com

United States of America

United States Patent and Trademark Office

Print Management is Smart Management

Reg. No: 5,082,023

Registered Nov. 15, 2016

Int. Cl.: 35

Service Mark

Principal Register

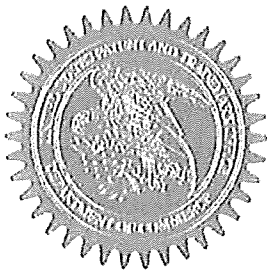
Intragrated Resource Holdings, Inc. (ILLINOIS CORPORATION)
1603 Orrington Avenue, Suite 600
Evanston, IL 60201

CLASS 35: business management services, namely, strategic goods sourcing for others, procurement services for businesses, namely, purchasing printed materials, electronic/digital print displays, direct mail brochures, flyers, signage, product packaging and online advertising, and related hardware including fixtures to hold printed signs in stores, and software assets associated with marketing print materials and electronic/digital communications; business management assistance services, namely, managing and carrying out tasks necessary for strategic goods sourcing and procurement of printed materials and electronic/digital print displays, direct mail brochures, flyers, signage, product packaging and online advertising

FIRST USE 12-17-2013; IN COMMERCE 12-17-2013

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-971,030, FILED 04-11-2016
APRIL K ROACH, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006767 FRAME: 0862

United States of America
United States Patent and Trademark Office

Continuum

Reg. No. 4,478,666

Registered Feb. 4, 2014

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

INTRAGRATED RESOURCES HOLDINGS (CONNECTICUT CORPORATION)
300 ATLANTIC STREET, 7TH FLOOR
STAMFORD, CT 06901

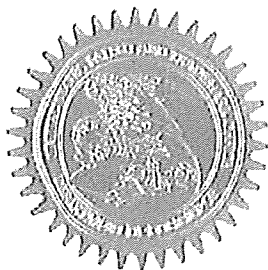
FOR: BUSINESS MANAGEMENT SERVICES, NAMELY, STRATEGIC GOODS SOURCING FOR OTHERS, PROCUREMENT SERVICES FOR BUSINESSES, NAMELY, PURCHASING PRINTED MATERIALS, ELECTRONIC/DIGITAL PRINT DISPLAYS, DIRECT MAIL BROCHURES, FLYERS, SIGNAGE, AND ONLINE ADVERTISING, AND RELATED HARDWARE INCLUDING FIXTURES TO HOLD PRINTED SIGNS IN STORES, AND SOFTWARE ASSETS ASSOCIATED WITH MARKETING PRINT MATERIALS AND ELECTRONIC/DIGITAL COMMUNICATIONS; BUSINESS MANAGEMENT ASSISTANCE SERVICES, NAMELY, MANAGING AND CARRYING OUT TASKS NECESSARY FOR STRATEGIC GOODS SOURCING AND PROCUREMENT OF PRINTED MATERIALS AND ELECTRONIC/DIGITAL PRINT DISPLAYS, DIRECT MAIL BROCHURES, FLYERS, SIGNAGE AND ONLINE ADVERTISING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-5-2012; IN COMMERCE 11-5-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-629,477, FILED 5-18-2012.

SHANNON TWOHIG, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE