

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noramco, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Purisys LLC		
Street Address:	1550 Olympic Drive		
City:	Athens		
State/Country:	GEORGIA		
Postal Code:	30601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88623475	PURISYS	
Serial Number:	88611063	PURISYS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	47523-1		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	01/07/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 31, 2019, is made by Noramco, LLC, a Delaware limited liability company with offices located at 500 Swedes Landing Road, Wilmington, Delaware 19801 (“**Assignor**”), in favor of Purisys LLC, a Delaware limited liability company with offices located at 1550 Olympic Drive, Athens, Georgia 30601 (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to an Asset Transfer Agreement, dated as of December 31, 2019 (the “**Asset Agreement**”)

WHEREAS, under the terms of the Asset Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain trademarks owned by Assignor, and wishes to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee its entire right, title, interest and benefit in and to all of the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and applications set forth on Schedule 1 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; and

(b) damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect thereto.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such reasonable 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. 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.

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

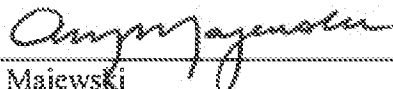
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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, the parties have entered into this Assignment as of the Effective Date.

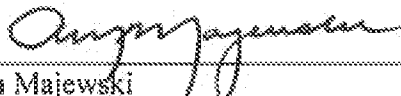
ASSIGNOR:

Noramco, LLC

By: 
Name: Alan Majewski
Title: Chief Financial Officer and Treasurer

ASSIGNEE:

Purisys LLC

By: 
Name: Alan Majewski
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	ITU Status	App. Serial Number	Filing Date	Reg. No.	Reg. Date
PURISYS	US	ITU pending. New application - record initialized not assigned to examiner.	88623475	19-SEP-2019	--	--
PURISYS	US	ITU pending. Response to Office Action due 27-MAR-2020.	88611063	10-SEP-2019	--	--