

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586237

<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>
Depth Security, LLC		07/01/2020	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Konica Minolta Business Solutions U.S.A., Inc.		
<b>Street Address:</b>	100 Williams Drive		
<b>City:</b>	Ramsey		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07446		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5791517	DEPTH SECURITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125549623		
<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>	212-613-2023		
<b>Email:</b>	ipdocket@gibbonslaw.com		
<b>Correspondent Name:</b>	Paolo A. Strino		
<b>Address Line 1:</b>	One Pennsylvania Plaza		
<b>Address Line 2:</b>	37th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10119-3701		
<b>ATTORNEY DOCKET NUMBER:</b>	106942-66610		
<b>NAME OF SUBMITTER:</b>	Paolo A. Strino		
<b>SIGNATURE:</b>	/PAS/		
<b>DATE SIGNED:</b>	07/13/2020		
<b>Total Attachments: 4</b>			
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This Trademark and Domain Name Assignment Agreement (“Agreement”) is entered into as of July 1, 2020 (“Effective Date”) by and between Depth Security, LLC, a limited liability company organized under the laws of the State of Missouri, having an address at 4741 Central Street, Suite 374, Kansas City, MO 64112 (“Assignor”), and Konica Minolta Business Solutions U.S.A., Inc., a corporation organized under the laws of the State of New York, having an address at 100 Williams Drive, Ramsey, NJ 07446, (“Assignee”).

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, both in their standard character and stylized versions, primarily unregistered, as well as to related tag lines, domain names which Assignor desires to assign to Assignee (collectively referred to as the “IP Assets”) listed in attached Schedule A.

WHEREAS this Assignment is made pursuant to an Asset Purchase and Sale Agreement dated as of July 1, 2020 between Assignor and Assignee (“APA”).

WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the IP Assets together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to all the IP Assets listed in Schedule A to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration for the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the IP Assets listed in Schedule A, together with the goodwill of the business appertaining to the IP Assets, and any application therefor, in the United States, including any registration, renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or later in effect, all rights of action, (both at law and in equity), and rights to sue, counterclaim and/or recover for past present and future infringements by others of the IP Assets, and all income, royalties, damages and payments now due or which later become payable in respect thereto and the same to be held and enjoyed by Assignee, its successors and assigns forever as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor represents and warrants to Assignee that:

(i) Assignor owns the entire right, title and interest in and to the IP Assets;

(ii) Assignor has not licensed the IP Assets to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the IP Assets to any other person or entity;



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(iii) there are no liens or security interests against the IP Assets;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver any such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the IP Assets and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable including but not limited to providing documentation and information necessary to prosecute federal registration for the Marks, and/or enforcing Assignee's rights in any of the IP Assets. In the interest of clarification, upon Assignee's request, Assignor shall also take such other action as necessary or desirable to effectuate the transfer of exclusive ownership and control of the domain name identified in Schedule A (the "Domain Name"), and enable Assignee to register the Domain Name in its name with the relevant domain name registry, including unlocking the Domain Name, providing the transfer authorization codes to Assignee, and complying with all registrar transfer requirements. Assignor irrevocably consents and authorizes the registrars of the Domain Name to transfer the same to Assignee.

4. After the Effective Date, Assignor agrees to make no further use of the IP Assets or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the IP Assets.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(c) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or

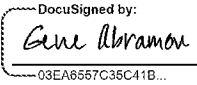
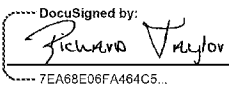


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unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(d) This Agreement is executed and delivered pursuant to, in furtherance of, and is subject to the terms and conditions of the APA. In the event of any conflict between the terms of the APA and this Assignment, the terms of the APA shall prevail.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

<p>For the Assignor</p> <p>Depth Security, LLC</p> <p>By:  _____  <small>DocuSigned by: 03EA6567C36C41B...</small></p> <p>Name: Gene Abramov</p> <p>Title: Partner</p>	<p>For the Assignee</p> <p>Konica Minolta Business Solutions U.S.A., Inc.</p> <p>By:  _____  <small>DocuSigned by: 7EA68E06FA464C5...</small></p> <p>Name: Richard Taylor</p> <p>Title: President &amp; CEO</p>
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**SCHEDULE A**  
**(TO TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT)**

(List of Assigned Assets)

	<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>
1.	DEPTH SECURITY	Registered	United States Reg. No.: 5,791,517
2.		Unregistered Common Law Mark	N/A
3.		Unregistered Common Law Mark	N/A
4.		Unregistered Common Law Mark	N/A
5.		Unregistered Common Law Mark	N/A

**Domain Name(s)**

DEPTHSECURITY.COM

  
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