

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PICABOO INC.		09/21/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	2D Acquisition Inc.		
Street Address:	3325 S. 116th Street, Ste. 161		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98168		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3766662	PICABOO	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	2155683100		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	BAKERHOSTETLER		
Address Line 1:	2929 ARCH STREET		
Address Line 2:	CIRA CENTRE, 12TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Heather Lunceford		
SIGNATURE:	/Heather Lunceford/		
DATE SIGNED:	07/28/2020		
Total Attachments: 10			
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Assignment of Intellectual Property

ASSIGNMENT OF INTELLECTUAL PROPERTY made as of the 23rd day of September, 2019, by SoftPrint Holdings, Inc., a New York corporation with its principal place of business at 100 Carlson Road, Rochester, NY 14610; ColorCentric Corp., a New York corporation with its principal place of business at 100 Carlson Road, Rochester, NY 14610; prInternet, Inc., a New York corporation with its principal place of business at 100 Carlson Road, Rochester, NY 14610; and Picaboo Inc., a New York corporation with its principal place of business at 100 Carlson Road, Rochester, NY 14610 (collectively, "**Assignor**"), to 2D Acquisition Inc., a Washington corporation with its principal place of business at 3325 S. 116th Street, Ste. 161, Seattle, WA 98168 ("**Assignee**").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 14, 2019 (the "**Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the patents of Assignor related to the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of: (a) all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Patents**"); (b) all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign copyrights and copyright applications, including without limitation the copyright registrations and/or copyright applications and/or copyright rights listed in Schedule B annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "**Copyrights**"); and (c) all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule C annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, Copyrights, and Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, Copyright, or Mark, whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

[signature pages follow]

SoftPrint Holdings, Inc.

By:

Name:
Title:

John M. Lacagnina
CEO

[SEAL]

State of *New York*
County of *Monroe*

)
)
)

ss.:

Max T Stoner

On this *21* day of *Sept*, 2019, before me, *John M. Lacagnina*, personally appeared *CEO*,
_____ of _____, 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.

Max T Stoner

Notary Public

MAX T. STONER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02ST3863020
Qualified in Monroe County
My Commission Expires 05-31-*2023*

ColorCentric Corp.

By: _____

Name:
Title:

JOHN M. LACAGUINA
CEO

[SEAL]

State of *New York*
County of *Monroe*

)
) ss.: *Max T Stoner*
) *John M. Lacaguina* ← *CEO*

On this *21* day of *Sept*, 2019, before me, _____, personally appeared *CEO* of _____, 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.

Max T Stoner

Notary Public

MAX T. STONER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02ST3863020
Qualified in Monroe County
My Commission Expires 05-31-*2025*

prInternet, Inc.

By: _____
Name: John M. LACAGNI NA
Title: CEO

[SEAL]

State of New York

County of Monroe

)
) ss.:
)

Max T. Stoner

John M. Lacagni NA

On this 21 day of Sept, 2019, before me, _____, personally appeared CEO of _____, 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.

Max T. Stoner
Notary Public

MAX T. STONER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02ST3863020
Qualified in Monroe County
My Commission Expires 05-31-2023

Picaboo Inc.

By: _____

Name:
Title:

John M. LACAGNINA
CEO

[SEAL]

State of *New York*

County of *Monroe*

)
) ss.:
)

John M. Lacagnina

John M. Lacagnina

On this *21* day of *Sept*, 2019, before me, _____, personally appeared *John M. Lacagnina*,
CEO of _____, 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.

Max T Stoner

Notary Public

MAX T. STONER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02ST3883020
Qualified in Monroe County *2025*
My Commission Expires 05-31-_____

SCHEDULE A

Registered Patents

Patent Title	Patent/Patent App. No.	Registration
Automatic Identification of Photo Books System and Method	W02012030868A1 PCT/US2011/049800 US 9,558,191	2011
Story Flow System and Method	W02009042804A1 PCT/US2008/077744 US 9,633,047	2008

Pending Patent Applications

Patent	Application Number	Application Date
NONE		

SCHEDULE B

Registered Copyrights

Copyright	Author	U.S. Registration No.	Registration Date
NONE			

Unregistered Copyrights

Copyright	Author
NONE	

Pending Copyright Applications

Copyright	Author	Application Number	Application Date
NONE			

SCHEDULE C

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
Picaboo	US 3766662	March 30, 2010
ColorCentric Corporation	US 3590777	March 17, 2009
prInternet	US 3753003	February 23, 2010

Unregistered Servicemarks and Trademarks

NONE

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
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NONE

Trade Names

NONE