CH \$40.00 37660

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

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.

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

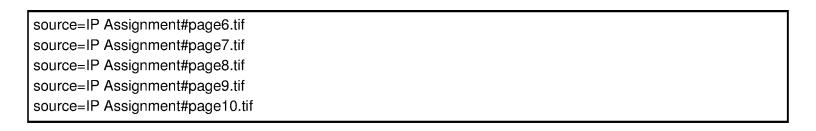
NAME OF SUBMITTER:	Heather Lunceford
SIGNATURE:	/Heather Lunceford/
DATE SIGNED:	07/28/2020

Total Attachments: 10

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> TRADEMARK REEL: 007010 FRAME: 0225

900561276



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 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]

4850-3939-7022.2

SoftPrint Holdings, Inc.

John W. LACAGNING

[SEAL]

State of	New	York
State of		1 - 0 ()

County of

of New York

y of Monroe

On this 21 day of Sept, 2019, before me John M. Locagnita, personally appeared, personally known to me (or proved to me on the basis of satisfactory to be the person whose name is subscribed to the within instance of the last of the

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.

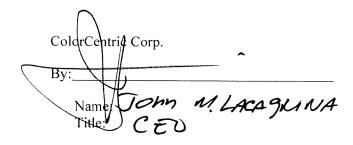
Witness my hand and official seal.

MAX T. STONER NOTARY PUBLIC-STATE OF NEW YORK

No. 02ST3863020

Qualified in Monroe County

My Commission Expires 05-31-2023



[SEAL]

State of New York) M. TCL.
County of MONTOL) ss.: Max T570
71 S +	John M. Locasyon

On this 21 day of Sept, 2019, before me, personally appeared 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-STATE OF NEW YORK

No. 02ST3863020

Qualified in Monroe County,

My Commission Expires 05-31-

printernet, Inc. John W. LACAGNINA

[SEAL]

State of New York)	
County of Monroe) ss.: De MexT. Honcs	John M. Lacognia
On this 2 day of Sept of person whose name	, 2019, before me,, personally a nally known to me (or proved to me on the is subscribed to the within instrument and ack	basis of satisfactory
he executed the same in his authorized the entity upon behalf of which the per-	l capacity and that by his signature on the instr	rument the person, or

Witness my hand and official seal.

MAX T. STONER NOTARY PUBLIC-STATE OF NEW YORK

No. 02ST3863020

Qualified in Monroe County

My Commission Expires 05-31-

Picaboo Inc. By: TOHO M. LACAGNINA

[SEAL]

State of	New	rook)			•
	Monro) ss.:) John	M. Lacganina	ared John M. La	wegni
_したし	of	, ' personal	. 2019, before me, lly known to me (or pr	oved to me on the bas	sis of satisfactory	
he executed	I the same in hi	is authorized ca	subscribed to the within apacity and that by his s n acted, executed the ins	ignature on the instrum	rledged to me that ent the person, or	

Witness my hand and official seal.

MAX T. STONER

NOTARY PUBLIC-STATE OF NEW YORK

SCHEDULE A

Registered Patents

Automatic Identification of

Patent Title

Photo Books System and Method Patent/Patent App. No.

W02012030868A1 PCT/US2011/049800

US 9,558,191

Registration

2011

Story Flow System and Method

W02009042804A1 PCT/US2008/077744 US 9,633,047 2008

Pending Patent Applications

Patent

Application Number

Application Date

NONE

4850-3939-7022.2

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

4850-3939-7022.2

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

4850-3939-7022.2

Uı	nregistered Servicemarks and T	rademarks
NONE		
Pend	ling Servicemark or Trademark	Applications
Servicemark or Trademark	Application Number	Application Date
NONE	Trade Names	
NONE	Trade Names	

4850-3939-7022.2

RECORDED: 07/28/2020