

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM596673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cenveo Worldwide Limited		09/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KnowledgeWorks Global, Ltd.		
Street Address:	3323 Oak Street		
City:	Brainerd		
State/Country:	MINNESOTA		
Postal Code:	56401		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5841413	SMART TRACK	
Registration Number:	5841411	SMART EDIT	
Registration Number:	5841412	SMART PROOF	
Registration Number:	5841410	SMART COMPOSE	
Registration Number:	5940348	SMART SUITE	
Registration Number:	2535026	RAPID REVIEW	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	612-632-3271		
Email:	trademark@lathropgpm.com		
Correspondent Name:	Cheryl Johnson		
Address Line 1:	500 IDS Center, 80 South 8th Street		
Address Line 2:	Lathrop GPM LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cheryl Johnson		
SIGNATURE:	/Cheryl Johnson/		
DATE SIGNED:	09/09/2020		

CH \$165.00 5841413

Total Attachments: 8

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INTELLECTUAL PROPERTY INSTRUMENT OF ASSIGNMENT

This Intellectual Property Instrument of Assignment dated as of September 8, 2020 (this "Assignment"), is made by Cenveo Worldwide Limited, a Delaware corporation with its principal place of business at 200 First Stamford Place, Stamford, CT 06902, United States ("Assignor"), in favor of KnowledgeWorks Global, Ltd., a Minnesota corporation with its principal place of business at 3323 Oak Street Brainerd, MN 56401, United States ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee and Assignor have entered into that certain Asset and Stock Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the Business Owned Intellectual Property, including the trademarks and service marks set forth on Schedule A hereto, including all common law rights associated therewith (the "Assigned Marks"), in accordance with the Purchase Agreement.

NOW, THEREFORE, for the sum of \$1 USD and other good and valuable consideration paid in connection with the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and agrees as follows:

1. Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee each of the Assigned Marks and all applications and registrations relating thereto, together with all goodwill to the extent Related to the Business and the Purchased Assets (other than the Excluded Assets), and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in, to and under each of the Assigned Marks and all applications and registrations relating thereto, together with such goodwill.

2. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment shall be deemed to in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignee or Assignor set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

3. The terms of Sections 9.6 (Entire Agreement; Amendments), 9.11 (Execution in Counterparts), 9.12 (Further Assurances) and 9.13 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement shall apply to this Agreement mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

CENVEO WORLDWIDE LIMITED

By: 
Name: Ayman Zameli
Title: EVP, Chief Strategy Officer

KNOWLEDGEWORKS GLOBAL, LTD.

By: _____
Name: Christopher J. Kurtzman
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

CENVEO WORLDWIDE LIMITED

By: _____
Name: Ayman Zameli
Title: EVP, Chief Strategy Officer

KNOWLEDGEWORKS GLOBAL, LTD.

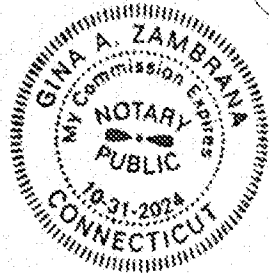
By:  _____
Name: Christopher J. Kurtzman
Title: Chief Executive Officer

[Signature Page to Intellectual Property Instrument of Assignment]

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 8 day of September,
2020, by Ayman Zamell, the EVP, Chief Strategy Officer of CENVEO WORLDWIDE
LIMITED, a Delaware corporation, on behalf of the company.


[Signature]
Notary Public

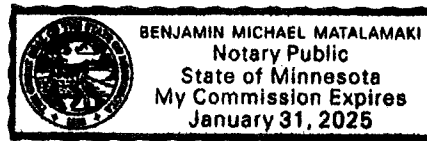


STATE OF Minnesota)

COUNTY OF Ancker)

The foregoing instrument was acknowledged before me this 8 day of September, 2020, by Christopher J. Kurtzman, the Chief Executive Officer of KNOWLEDGEWORKS GLOBAL, LTD., a Minnesota corporation, on behalf of the company.


Notary Public



SCHEDULE A

Country	Trademark	App. No./Reg. No. Reg./App. Date	Specification of goods and/or services	Owner
United States	SMART TRACK	Reg. No.: 5841413 Reg. Date: August 20, 2019	Class 42: Providing temporary use of non-downloadable cloud-based software for publishing workflow management, namely, managing workflow in the field of publishing	Cenveo Worldwide Limited
United States	SMART EDIT	Reg. No.: 5841411 Reg. Date: August 20, 2019	Class 42: Providing temporary use of non-downloadable cloud-based software for editing manuscripts	Cenveo Worldwide Limited
United States	SMART PROOF	Reg. No.: 5841412 Reg. Date: August 20, 2019	Class 42: Providing temporary use of non-downloadable cloud-based software for collaborative editing tools, namely, for allowing users to proofread and make edits	Cenveo Worldwide Limited
United States	SMART COMPOSE	Reg. No.: 5841410 Reg. Date: August 20, 2019	Class 42: Providing temporary use of non-downloadable cloud-based software for word processing	Cenveo Worldwide Limited
United States	SMART SUITE	Reg. No.: 5940348 Reg. Date: December 17, 2019	Class 42: Providing temporary use of non-downloadable cloud-based software for publishing tools, namely, copyediting, file conversion, editing content layouts, proofing, and managing workflow	Cenveo Worldwide Limited
United States	RAPID REVIEW	Reg. No.: 2535026 Reg. Date: January 29, 2002	Class 9: Computer software for the management of the submission, selection and editing of scholarly articles via a global computer information network, namely software that allows for the submission of such articles, the participation of experts in screening for selection and editing of such articles, task assignment and management of workflow, and keeping records of events in the submission, selection and editing processes, all via a global computer information network	Cenveo Worldwide Limited (formerly CDMS Management, LLC)
Canada	SMART SUITE	App. No.: 1954284 App. Date: March 28, 2019	(1) Downloadable cloud-based software for publishing tools, namely copyediting, file conversion, layouts, proofing, and workflow management widgets (1) Providing use of non-downloadable cloud-based software for publishing tools, namely copyediting, file conversion, layouts, proofing, and workflow management widgets	Cenveo Worldwide Limited
India	SMART SUITE	App. No. 4142467 App. Date: April 9,	Class 9: Downloadable cloud computing software; Publishing software; Workflow management system software; Data	Cenveo Worldwide Limited

Country	Trademark	App. No./Reg. No. Reg./App. Date	Specification of goods and/or services	Owner
		2019	conversion apparatus and Editing Software.	
India	SMART SUITE	App. No. 4142468 App. Date: April 9, 2019	Class 42: Providing temporary use of on-line, non-downloadable software for use in publishing and printing; Advisory services relating to computer software used for publishing; Cloud computing services; Providing temporary use of online non-downloadable software for accessing and using a cloud computing network.	Cenveo Worldwide Limited