

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609253

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Deliverex, LLC | | 07/22/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Retrievex, Inc. | | |
| Street Address: | 500 Unicorn Park Drive, Suite 503 | | |
| City: | Woburn | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01801 | | |
| Entity Type: | Corporation: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1172589 | DELIVEREX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8015213200 | | |
| Email: | bwinder@joneswaldo.com | | |
| Correspondent Name: | Brent T. Winder c/o Jones Waldo | | |
| Address Line 1: | 170 South Main Street, Suite 1500 | | |
| Address Line 4: | Salt Lake City, UTAH 84101 | | |
| ATTORNEY DOCKET NUMBER: | 21142.0006 | | |
| NAME OF SUBMITTER: | Brent T. Winder | | |
| SIGNATURE: | /Brent T. Winder/ | | |
| DATE SIGNED: | 11/17/2020 | | |
| Total Attachments: 5 | | | |
| source=Assignment#page1.tif | | | |
| source=Assignment#page2.tif | | | |
| source=Assignment#page3.tif | | | |
| source=Assignment#page4.tif | | | |

OP \$40.00 1172589

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of July 22, 2020, (this “Assignment”), is made from Deliverex, LLC, a Delaware limited liability company (“Assignor”), to Retrievevex, Inc., a Massachusetts corporation (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively referred to herein as the “Parties”.

WHEREAS, Assignor owns the service mark set forth on Schedule A hereto (the “Assigned Mark”);

WHEREAS, the Parties and/or their affiliates are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, amended and restated, or otherwise modified from time to time, the “Asset Purchase Agreement”), by and among Assignor, Assignee, and, solely for purposes of Section 7.17 thereof, Exela Technologies, Inc.;

WHEREAS, the Parties are parties to that certain Assignment and Assumption Agreement, dated as of the date hereof (as amended, amended and restated, or otherwise modified from time to time, the “Assignment and Assumption Agreement”), whereby, in accordance with the Asset Purchase Agreement, Assignor and its affiliates have assigned certain assets, including the Assigned Mark together with the goodwill of the business symbolized by and associated therewith, to Assignee; and

WHEREAS, the Parties wish to confirm and record such assignment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Assignment**. Assignor agrees to assign and hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor’s worldwide rights, title, and interests in and to the Assigned Mark, together with the goodwill of the business symbolized by and associated therewith, including without limitation the United States trademark registration set forth on Schedule A and any and all other registrations and applications for the Assigned Mark, all common law rights in and to the Assigned Mark, and all rights to sue for past, present, and future infringement and misappropriation of the Assigned Mark.

2. **Further Assurances**. At the reasonable request of Assignee, Assignor will (without additional compensation or charge) execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, in order to effectively transfer, contribute, assign, and deliver to Assignee all rights, title, and interests in, to, and under the Assigned Mark.

3. **Recordation**. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of any and all of Assignor’s rights in the Assigned Mark.

4. Governing Law. This Assignment will be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without reference to its choice of law rules.

5. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

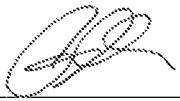
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, and will become effective when counterparts have been signed by each of the Parties and delivered to the other Parties.

7. Headings. The headings contained in this Assignment are for reference purposes only and will not affect in any way the meaning or interpretation of this instrument.

[Remainder of page intentionally left blank.]

ASSIGNOR:

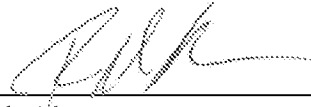
DELIVEREX, LLC

By: 
Name: Erik L. Mengwall
Title: Secretary

[Signature Page to Trademark Assignment]

ASSIGNEE:

RETRIEVEX, INC.

By: 
Name: Rob Alston
Title: Chief Executive Officer

SCHEDULE A

| Mark | United States Registration Number | Registration Date |
|-----------|-----------------------------------|-------------------|
| DELIVEREX | 1172589 | October 6, 1981 |

[Schedule A to Trademark Assignment]