

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
coloredge, Inc.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ABC Imaging of Washington Inc.		
Street Address:	5290 Shawnee Road		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22312		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4851165	VISUALROI	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<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:	9735302025		
Email:	trademarks@csglaw.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter Nussbaum		
SIGNATURE:	/Peter Nussbaum/		
DATE SIGNED:	03/30/2021		
Total Attachments: 8			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(coloredge, Inc., and coloredge Americas, Inc.)**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of March 26, 2021, is made by coloredge, Inc., a Delaware corporation, and coloredge Americas, Inc., a Delaware corporation (collectively, the "**Assignors**", and each individually an "**Assignor**"), having their principal place of business at 190 Jony Drive, Carlstadt, NJ 0702-2411, in favour of ABC Imaging of Washington Inc. ("**Assignee**"), a Maryland corporation, having a principal place of business at 5290 Shawnee Road, Alexandria, VA 22312, which is the "Purchaser" under that certain Purchase Agreement dated March 23, 2021, by and among the Assignee, Assignors, Siena Lending Group LLC, as the "Secured Party" thereunder, and other parties thereto, pursuant to which the Assignee will acquire certain assets of Assignor (the "**Agreement**").

WHEREAS, under the terms of the Agreement, each Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of such Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office, and the U.S. Copyright Office;

NOW THEREFORE, each Assignor agrees as follows:

1. Assignment. In consideration for the execution of the Agreement, the consideration thereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title and interest in and to the following (collectively, the "**Assigned IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all related patents and patent applications in all countries, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto and all related trademarks, service marks, trade names, logos and trade dress, thereto, and all issuances, extensions and renewals thereof, together with the goodwill connected with the use of and symbolized thereby including those (the "**Trademarks**");

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

(d) [reserved];

(e) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. [Reserved].

3. Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Each Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignor Covenant. Each Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

5. Terms of the Agreement. The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the county of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. In the event there is any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby, then the prevailing party in such legal suit, action or proceeding (including any appellate proceeding) shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

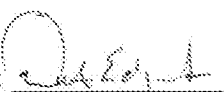
IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS

COLOREDGE, INC.

By: 
Name: Dalton Edgecomb
Title: Chief Restructuring Officer

COLOREDGE AMERICAS, INC.

By: 
Name: Dalton Edgecomb
Title: Chief Restructuring Officer

Accepted by:

ASSIGNEE

**ABC IMAGING OF WASHINGTON
INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS

COLOREDGE, INC.

By: _____
Name: Dalton Edgecomb
Title: Chief Restructuring Officer

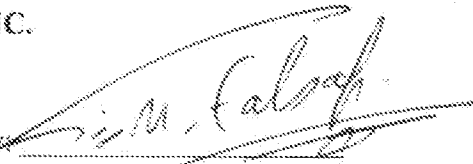
COLOREDGE AMERICAS, INC.

By: _____
Name: Dalton Edgecomb
Title: Chief Restructuring Officer

Accepted by:

ASSIGNEE

ABC IMAGING OF WASHINGTON
INC.

By: 
Name: MEDI FALSAFI
Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

None.

ACTIVE 41727771v3

140690.01082/125531670v.4

TRADEMARK
REEL: 007237 FRAME: 0467

SCHEDULE 2

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Registrant	Reg/SN	Goods/Services	Registration Date	Renewal/Maintenance Date
COLORE DGE	coloredge Americas, Inc.	4893319	Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16 Large format and specialty printing of retail and event signage and displays; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging; photographic printing; photographic reproduction and photographic retouching – IC 40. Digital photographic imaging services – IC 41.	Registered January 31, 2012.	Section 8 & 15 due January 31, 2018.
Visual	coloredge, Inc.	4851165	Business marketing consulting services; Statistical evaluations of marketing data – IC 35. Software as a service (SaaS) services featuring software for business marketing services – IC 42.	Registered November 10, 2015.	Section 8 & 15 due November 10, 2021.
coloredge	coloredge Americas, Inc.	87130939	Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16. Large format and specialty printing of retail and event signage and displays; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging; photographic printing; photographic reproduction; and photographic retouching – IC 40. Digital photographic imaging services – IC 41.	Application submitted August 8, 2016.	N/A

SCHEDULE 3

COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

ACTIVE 41727771v3

140690.01082/125531670v.4

RECORDED: 03/30/2021

TRADEMARK
41727771v3.v2
REEL: 007237 FRAME: 0469