

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653755

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900615798		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Absolute Imaging Solutions, LLC		01/01/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TTG Imaging Solutions, LLC		
<b>Street Address:</b>	2403 Sidney Street, Suite 220		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15203		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3683766	NIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	804-775-7368		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Elizabeth Davenport, McGuireWoods LLP		
<b>Address Line 1:</b>	1750 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102-4215		
<b>ATTORNEY DOCKET NUMBER:</b>	2072026-0014		
<b>NAME OF SUBMITTER:</b>	Elizabeth W. Davenport		
<b>SIGNATURE:</b>	/Elizabeth W. Davenport/		
<b>DATE SIGNED:</b>	06/14/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of January 1, 2021, is made by and between Absolute Imaging Solutions, LLC, a Pennsylvania limited liability company (collectively, “*Assignor*”), and TTG Imaging Solutions, LLC, a Pennsylvania limited liability company (“*Assignee*”).

WHEREAS, pursuant to that certain Bill of Sale entered into among the parties thereto dated January 1, 2021 (the “*Purchase Agreement*”), the parties hereto agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the NIS (logo) trademark, trade name and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark registrations identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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 throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned

Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

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

4. **Third Party Beneficiaries.** Nothing in this Assignment is intended to or shall confer upon any person other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. **Governing Law.** This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Pennsylvania, without regard to conflicts of law doctrines.

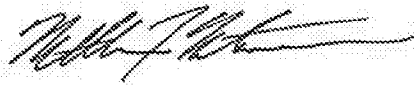
6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

*[signatures contained on following page]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

**Absolute Imaging Solutions, LLC**

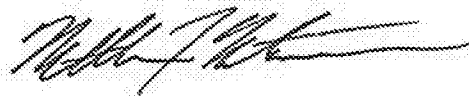
By: 

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Name: Matthew Mastarone  
Title: Executive Vice President of  
Finance and Chief Financial Officer

ASSIGNEE:

**TTG Imaging Solutions, LLC**


By: 

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Name: Matthew Mastarone  
Title: Executive Vice President of  
Finance and Chief Financial Officer

Schedule 1

**Trademarks:**

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
	77334164	Nov. 20, 2007	3,683,766	Sep. 15, 2009