

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accent Signage Systems, Inc.		02/24/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Signcaster Corporation		
Street Address:	12450 Oliver Ave S		
Internal Address:	Ste 100		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337-6614		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3910039	RASTER	
Registration Number:	3798642	RASTER	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4193211473		
Email:	mdockins@shumaker.com		
Correspondent Name:	Michael E. Dockins		
Address Line 1:	1000 Jackson St.		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Michael E. Dockins		
SIGNATURE:	/med/		
DATE SIGNED:	06/18/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**IP Assignment**") is made as of February 24, 2020 (the "**Effective Date**") by Accent Signage Systems, Inc., a Minnesota corporation (the "**Seller**"), in favor of Signcaster Corporation, a Minnesota corporation (the "**Buyer**"), and the purchaser of certain assets of the Seller pursuant to a certain Asset Purchase Agreement dated as of the Effective Date among the Buyer, the Seller, and shareholders of the Seller (the "**Purchase Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the terms of the Purchase Agreement, the Seller is conveying, transferring, and assigning to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer all right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) all Intellectual Property Assets and all of the Seller's right, title, and interest in, to, and under the Intellectual Property Agreements;

(b) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the patent applications set forth on **Schedule 1** hereto and all and under the one or more inventions disclosed, described and claimed or intended so to be in the applications, and any and all other applications thereon and arising therefrom, including and any and all applications claiming the benefit thereof, and any and all divisions, continuations, and continuations-in-part thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

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

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the Effective Date, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Seller and its successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts; Facsimile. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLER:

ACCENT SIGNAGE SYSTEMS, INC.

By: Shereen Turim Rakkamim
Name: Shereen Turim Rakkamim
Title: President

ACKNOWLEDGED AND AGREED BY BUYER:

SIGNCASTER CORPORATION

By: _____
Name: Jim Ellward
Title: President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLER:

ACCENT SIGNAGE SYSTEMS, INC.

By: _____

Name: Shereen Turim Rahamim

Title: President

ACKNOWLEDGED AND AGREED BY BUYER:

SIGNCASTER CORPORATION

By:  _____

Name: Jim Ellward

Title: President and CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
RASTER	United States	3910039	January 25, 2011
RASTER	United States	3798642	June 8, 2010

Patents

Description	Patent No. / Application No.	Country of Issuance	Issue Date / Application Date	Current Status	Owners
Method and Apparatus Pertaining to Display Backlighting	8,733,999 (Patent No.)	USA	May 27, 2014	Active	Seller and John Sutter
Apparatus for Automatically Feeding and Inserting Members into Braille Signs	6,537,071 (Patent No.)	USA	March 25, 2003	Active	Seller
A Handheld Apparatus for Semi-Automatically Feeding and Inserting Members into Braille Signs	6,908,009 (Patent No.)	USA	June 21, 2005	Active	Seller and David Birch
A Handheld Apparatus for Semi-Automatically Feeding and Inserting Members into Braille Signs	2465039 (Patent No.)	Canada	June 19, 2007	Active	Seller
A Handheld Apparatus for Semi-Automatically Feeding and Inserting Members into Braille Signs	60318994T2 (Application No.)	Germany	November 2003	Active	Seller
A Hand-Held Apparatus for Semi-Automatically Inserting Raster Members into Braille Signs	03025302.5A (Application No.)	Europe (UK, France, Spain, and Italy)	November 2003	Active	Seller