

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quad Logistics Services, LLC		06/30/2021	Limited Liability Company: DELAWARE
Quad/Graphics, Inc.		06/30/2021	Corporation: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	Krypto Freight Systems, LLC
<b>Street Address:</b>	121A-31 Southridge Drive
<b>City:</b>	Okotoks, Alberta
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	T1S2N3
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4910157	QUADEXPRESS
<b>Registration Number:</b>	5076228	SILVEREXPRESS
<b>Registration Number:</b>	2821205	QWEXPRESS

## CORRESPONDENCE DATA

Fax Number:

*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.*

**Email:** sarah.fink@wilsonelser.com  
**Correspondent Name:** Sarah Fink  
**Address Line 1:** 666 Old Country Road  
**Address Line 2:** Suite 602  
**Address Line 4:** Garden City, NEW YORK 11530

## DOMESTIC REPRESENTATIVE

**Name:** Adam Bialek  
**Address Line 1:** 140 East 42nd Street  
**Address Line 4:** New York, NEW YORK 10017

CH \$90.00 4910157

<b>NAME OF SUBMITTER:</b>	Sarah Fink
<b>SIGNATURE:</b>	/Sarah Fink/
<b>DATE SIGNED:</b>	11/15/2021
<b>Total Attachments: 4</b> source=Trademark Assignment EXECUTED#page1.tif source=Trademark Assignment EXECUTED#page2.tif source=Trademark Assignment EXECUTED#page3.tif source=Trademark Assignment EXECUTED#page4.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (the "Assignment") is made as of June 30, 2021, by Quad Logistics Services, LLC, a Delaware limited liability company, and Quad/Graphics, Inc., a Wisconsin corporation (together, "Assignor"), in favor of Krypto Freight Systems, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and domain names listed in Appendix A attached hereto, including and common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated June 30, 2021 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

### ASSIGNMENT

NOW THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries in which the marks are registered or in use, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

### RESPONSIBILITIES OF THE PARTIES

Assignor agrees to cooperate with Assignee and to follow Assignee's instructions in order to effectuate the transfer of the domain names registrations in a timely manner, and in connection with any other documentation that is needed to effectuate the intent of the assignment.

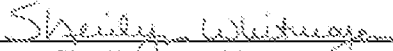
### ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment to the extent indicated in the Agreement. To the extent there is an inconsistency between the terms and provisions of this Assignment and the Agreement, the terms and provisions of the Agreement will govern and control. In addition, Assignor specifically represents that it properly registered the domain names without committing fraud or making any misrepresentations.

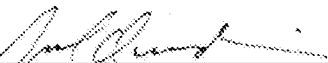
This Assignment is deemed to be executed and delivered within the State of Wisconsin, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

**IN WITNESS WHEREOF**, the Parties have each caused a duly authorized officer to execute this Agreement as of the date first above written.

**QUAD LOGISTICS SERVICES, LLC**

By:   
Name: Sherilyn R. Whitmoyer  
Title: Assistant Secretary

**QUAD/GRAPHICS, INC.**

By:   
Name: J. Joel Quadracci  
Title: President and Chief Executive Officer

**KRYPTO FREIGHT SYSTEMS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the Parties have each caused a duly authorized officer to execute this Agreement as of the date first above written.

**QUAD LOGISTICS SERVICES, LLC**

By: \_\_\_\_\_  
Name: Sherilyn R. Whitmoyer  
Title: Assistant Secretary

**QUAD/GRAPHICS, INC.**

By: \_\_\_\_\_  
Name: J. Joel Quadracci  
Title: President and Chief Executive Officer

**KRYPTO FREIGHT SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Murray Mullen  
Title: Chief Executive Officer & President

