

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703062

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900660679		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PC SYNERGY, INC.		11/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VISIBLE SUPPLY CHAIN MANAGEMENT, LLC		
Street Address:	5160 Wiley Post Way		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5287896	POSTALMATE CERTIFIED PARTNER	
Registration Number:	3760476	POSTALMATE	
Registration Number:	2542742	POSTALMATE	
Registration Number:	5615340	POSTALMATE	
Registration Number:	5615346	POSTALMATE	
Registration Number:	4685867	CASHMATE	
Serial Number:	73782022	SHIPMATE	
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:	847-562-0099		
Email:	eric@freibrunlaw.com		
Correspondent Name:	Eric S. Freibrun FREIBRUN LAW		
Address Line 1:	555 Skokie Blvd., Ste. 500		
Address Line 4:	Northbrook, ILLINOIS 60062		
NAME OF SUBMITTER:	Eric S. Freibrun		
SIGNATURE:	/Eric S. Freibrun/		

DATE SIGNED:

01/19/2022

Total Attachments: 8

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**Assignment Agreement
PC Synergy, Inc. to Visible Supply Chain Management, LLC**

This Assignment Agreement (“Assignment”) is entered into as of November 29, 2021, and is made by and between VISIBLE SUPPLY CHAIN MANAGEMENT, LLC, a Utah limited liability company (“VSCM”), and PC SYNERGY, INC., a California corporation (“PCS”). This Assignment includes Exhibit A hereto.

Recitals

WHEREAS, VISIBLE SUPPLY CHAIN MANAGEMENT, LLC, a Utah limited liability company (“VSCM”), and PC SYNERGY, INC., a California corporation (“PCS”), entered into a Share Purchase Agreement on September 8, 2020 (the “Purchase Agreement”), under which VSCM purchased from the shareholders of “PCS” all shares in PCS, resulting in PCS becoming a fully-owned subsidiary of VSCM;

WHEREAS, VSCM and PCS now wish to effectuate the irrevocable transfer, conveyance and assignment by PCS to VSCM of all rights, title and interests, in and to the intellectual property rights, properties and assets, as set forth in this Assignment, and as more particularly listed in Exhibit A hereto;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth below, and other valuable consideration exchanged between the parties, the adequacy of which is hereby accepted and acknowledged by both parties, the parties agree to the above paragraphs, including these recitals, and as follows:

1. Assignment by PCS to VSCM.

1.1 Assigned Rights.

1.1.1 Assignment to VSCM. All of the following assigned rights, properties and assets shall be referred to, collectively, as the “Assigned Rights,” which shall include the goodwill and moral rights described in Sections 1.2 and 1.3. PCS, as assignor, on behalf of itself and its successors and assigns, hereby irrevocably transfers, assigns and conveys to VSCM, as assignee, for the benefit of VSCM and its successors, transferees and assigns, collectively, all of PCS’ s existing and future rights, title and interests in and to all of the following, without reservation, and wherever they may exist throughout the world and regardless of the applicable legal regime under which they exist: (a) all industrial designs, patent applications and patent registrations; (b) all improvements, inventions and discoveries, whether or not patentable, including without limitation, all documentation and related listings, design specifications, and flowcharts, processes, and source code (and their expression in any other form of software code); (c) all trade secrets and proprietary and/or confidential information, including without limitation, business, financial, and other sensitive data, product and services plans, know-how, processes and formulae; (d) all trademarks, service marks, trademark and service mark applications and registrations (including, without limitation, applications and registrations for marks in the U.S. Patent and Trademark Office, applications and registrations in other countries, and applications for international registration and international registrations for marks in the World Intellectual Property Organization, all common law rights in PCS’s trademarks and service marks, rights in trade dress, publicity, trade names and business name registrations; (e) all copyrights, copyright applications and registrations, works of authorship, copyrightable subject matter, and unregistered

copyrightable material, including, without limitation, all rights to derivative works derived from any of the foregoing or from other works of authorship; (f) all renewals, continuations, extensions, reissues and divisions of any of the Assigned Rights; (g) all rights to sue for past, present and future infringements, violations, misappropriation or any other statutory, common law or other claims relating to any of the Assigned Rights; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the Assigned Rights, including without limitation, software and related services revenue; (f) all general intangibles and all intangible intellectual property or similar property of PCS connected with and/or symbolized or protected by or reflected in any of the Assigned Rights, including without limitation, Internet domain names, domain name registrations and their associated accounts and usernames and passwords; (g) all rights to commercially exploit and benefit from the Assigned Rights, and all revenue derived therefrom; (h) and all other rights, title, and interests of every kind and character throughout the world in and to PCS's assets and intellectual property rights, assets and properties, i.e., the Assigned Rights, to enable VSCM to carry on the business of PCS, such that, upon the execution of this Assignment, all rights, title and interests in and to the Assigned Rights shall, as between PCS and VSCM, vest fully and exclusively in VSCM, without the need for further action on VSCM's part, with no rights retained by PCS, except as set forth in Section 1.1.2., below.

1.1.2 License to PCS. Upon execution of this Assignment, VSCM hereby grants to PCS, solely for as long as PCS remains a separate legal entity distinct from VSCM, and solely as necessary to continue to conduct the business of PCS for the benefit of PCS and VSCM, a revocable, non-exclusive, limited license under the Assigned Rights to use and exercise the Assigned Rights, subject at all times to the direction of VSCM, and to revocation or amendment by VSCM.

1.2 Goodwill. PCS, as assignor, on behalf of itself and its successors and assigns, hereby irrevocably transfers, assigns and conveys to VSCM, as assignee, for the benefit of VSCM and its successors, transferees and assigns, collectively, all goodwill associated with the Assigned Rights.

1.3 Moral Rights. PCS, as assignor, on behalf of itself and its successors and assigns, hereby irrevocably transfers, assigns and conveys to VSCM, as assignee, for the benefit of VSCM and its successors, transferees and assigns, collectively, any and all "moral rights" PCS may have in or with respect to the Assigned Rights. "Moral rights" include any rights to claim authorship of or credit on a work of authorship, to object to or prevent the modification or destruction of a work of authorship, or to withdraw from circulation or control the publication or distribution of a work of authorship, and any similar right, existing under judicial or statutory law of any country or subdivision of a country, or under any treaty, regardless of whether or not such right is described as a "moral right."

2. Payment. In consideration of the assignment to VSCM of the Assigned Rights set forth in Section 1.1.1., above, VSCM shall pay PCS, upon the execution of this Assignment, the sum of fifty dollars (\$50.00), the receipt and sufficiency of which PCS hereby acknowledges.

3. Further Actions. If requested by VSCM, PCS shall execute and deliver to VSCM any and all documents that VSCM may request to transfer, convey and assign to VSCM any rights, title or interests PCS may have which are intended to be conveyed to VSCM pursuant to this Assignment, or which VSCM determines are necessary or desirable to protect and perfect VSCM's interests or to otherwise to further the intent of this Assignment. In any event, PCS hereby designates VSCM as PCS's attorney-in-fact for executing any such documents, and for taking any other actions which VSCM determines are necessary

or desirable to protect and perfect VSCM's interests or to otherwise to further the intent of this Assignment.

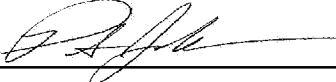
4. Recordation of this Assignment in U.S. Patent and Trademark ("USPTO") and U.S. Copyright Office. The parties acknowledge that a copy of this Assignment is intended to be recorded in the USPTO and U.S. Copyright Office, and such other governmental (and quasi-governmental, i.e., the World Intellectual Property Organization ("WIPO")) trademark and copyright registration authorities as VSCM may determine is necessary or advisable.

5. Listing of Trademarks Registered in the USPTO; and Copyright Registrations in the U.S. Copyright Office. Exhibit A lists all USPTO and other trademark and service mark registrations (and International Trademark Registrations in WIPO) in the name of PCS, as well as all registrations in the U.S. Copyright Office in the name of PCS, all of which comprise part of the Assigned Rights. If not specifically listed in Exhibit A, all trademark/service mark registrations and applications in the corresponding national trademark offices of the countries/areas of protection designated in an application for International Registration, or in an International Registration that has been granted, filed under the Madrid Protocol through WIPO, shall be deemed included in the Assigned Rights, along with all common law rights in such marks.

6. Modification by VSCM. This Assignment may be amended unilaterally by VSCM, and the license rights granted to PCS hereunder revoked or amended, each for any reason, in which case VSCM shall notify PCS.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

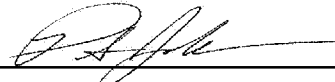
PC SYNERGY, INC.

By: 

Name: Peter Jabbour

Its: VP & General Counsel

VISIBLE SUPPLY CHAIN MANAGEMENT, LLC




By: 

Name: Peter Jabbour

Its: VP & General Counsel



Exhibit A

TRADEMARKS/SERVICE MARKS

#	Mark	Source	Status	Origin	Holder	Reg. Number or Serial Number	Designated Area of Protection Under Madrid Protocol	Status of Protection Under Madrid Protocol	Reg. Date	App. Date	Exp. Date	Nice Cl.	Image
1.	POSTALMATE CERTIFIED PARTNER	USPTO	Active	US	PC Synergy, Inc.	87229817			2017-09-12	2016-11-08			
2.	POSTALMATE	USPTO	Active	US	PC Synergy, Inc.	77776014			2010-03-16	2009-07-07	9		
3.	POSTALMATE	USPTO	Active	US	PC Synergy, Inc.	76196258			2002-02-26	2001-01-19	9		
4.	POSTALMATE	USPTO	Active	US	PC Synergy, Inc.	87850072			2018-11-27	2018-03-26	42		
5.	POSTALMATE	USPTO	Active	US	PC Synergy, Inc.	87850140			2018-11-27	2018-03-26	42		
6.	CASHMATE	USPTO	Active	US	PC Synergy, Inc.	86177309			2015-02-10	2014-01-28	9		
7.	POSTALMATE	WIPO	Active	US	PC Synergy, Inc.	1431307			2018-04-11	2018-04-11	2028-04-11	42	

Accepted:
Colombia,
EU,
Mexico; see
also UK TM No.
UK00811431307,
created post-
Brexit

Refused:
Mexico

# Mark	Source	Status	Origin	Holder	Reg. Number or Serial Number	Designated Area of Protection Under Madrid Protocol	Status of Protection Under Madrid Protocol	Reg. Date	App. Date	Exp. Date	Nice Cl.	Image
8. POSTALMATE	WIPO	Active	US	PC Synergy, 1495690 Inc.	1495690	UK		2019-07-23	2019-07-23	2029-07-23	42	
9. POSTALMATE	WIPO	Active	US	PC Synergy, 1413414 Inc.	1413414	Mexico	Refused: Mexico	2018-04-11	2018-04-11	2028-04-11	42	
10 POSTALMATE	CA TM	Pending	CA	PC Synergy, 2027092 Inc.	2027092			2020-05-07			42	
11 POSTALMATE	CA TM	Inactive	CA	PC Synergy, 1898140 Inc.	1898140			2018-05-08			42	
12 POSTALMATE	CA TM	Inactive	CA	PC Synergy, 1893952 Inc.	1893952			2018-04-16			42	
13 SHIPMATE	USPTO	Inactive	US	PC Synergy, 73782022 Inc.	73782022			1989-02-21	1990-01-04		9	

Continued on following page.

COPYRIGHTS

1. Registration record TX0007226882 - PostalMate, Version 7.2.

Copyright Data

Registration Number / Date:

TX0007226882 / 2009-05-04

Previous Registration:

2002, 2002, TX0005655361; -362.

Title

Title:

PostalMate, Version 7.2.

Application Title:

PostalMate, Version 7.2.

Alternative Title on Application:

PostalMate, Versions 3.7 and 3.8

Date

Date of Creation:

2009

Date of Publication:

2009-01-05

Concerned Parties

Copyright Claimant:

PC Synergy, Inc. Address: 804 North Twin Oaks Valley Road, Suite 122, San Marcos, CA 92069.

Authorship on Application:

PC Synergy, Inc., employer for hire; Citizenship: United States.
Authorship: Entire computer program.

Claim Description

Basis of Claim:

Revisions to computer program.

Pre-existing Material:

Previous versions of computer program.

Standard Identifiers

Description

Description:

Compact disk (CD)

2. Registration record TX0005655361 - PostalMate 2000 :version 3.7

Copyright Data

Registration Number / Date:

TX0005655361 / 2002-10-16

Title

Title:

PostalMate 2000 :version 3.7.

Application Title:

PostalMate: version 3.7.

Other Title:

PostalMate: version 3.7

Date

Date of Creation:

2002

Date of Publication:

2002-06-26

Concerned Parties

Copyright Claimant:

PC Synergy, Inc.

Claim Description

Basis of Claim:

New Matter: rev. computer program.

Standard Identifiers**Description**

Description:

CD-ROM.

Notes

Notes:

Printout (50 p.) also deposited.

Names

Names:

PC Synergy, Inc.

3. Registration record TX0005655362 - PostalMate 2000 :version 3.8.

Copyright Data

Registration Number / Date:

TX0005655362 / 2002-10-16

Title

Title:

PostalMate 2000 :version 3.8.

Application Title:

PostalMate: version 3.8.

Other Title:

PostalMate: version 3.8

Date

Date of Creation:

2002

Date of Publication:

2002-08-13

Concerned Parties

Copyright Claimant:

PC Synergy, Inc.

Claim Description

Basis of Claim:

New Matter: rev. computer program.

Standard Identifiers**Description**

Description:

CD-ROM.

Notes

Notes:

Printout (50 p.) also deposited.

Names

Names: PC Synergy, Inc.

End of document.