

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronics for Imaging, Inc.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EPS US LLC		
Street Address:	40 24th Street		
Internal Address:	1st Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4771755	PBS	
Registration Number:	2811733	PRINTFLOW	
CORRESPONDENCE DATA			
Fax Number:	6036682970		
<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:	603-668-6560		
Email:	ldenbow@gtp.com		
Correspondent Name:	Lynn M. Denbow		
Address Line 1:	55 South Commercial Street		
Address Line 2:	GROSSMAN TUCKER PERREAULT & PFLEGER		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	EFI003		
NAME OF SUBMITTER:	Lynn M. Denbow		
SIGNATURE:	/Lynn M. Denbow/		
DATE SIGNED:	12/22/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment"), effective as of December 22, 2021 is entered into by and between Electronics for Imaging, Inc. ("Assignor"), and EPS US, LLC ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the APCA (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement, dated as of October 1, 2021, as amended ("APCA"), pursuant to which Assignor has agreed to assign to Assignee the Transferred Assets.

WHEREAS, Assignor is the owner of the trademark registrations set forth on Schedule A attached hereto (the "Assigned Trademarks"), which is among the Transferred Assets; and

WHEREAS, pursuant to the APCA, Assignor and Assignee have agreed to enter into this Assignment for purposes of recording the assignment by Assignor to Assignee of the Assigned Trademarks in the United States Patent and Trademark Office (or other respective foreign trademark offices).

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the APCA and set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment of Trademarks. Effective as of the date hereof, Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee accepts, all right, title, and interest of Assignor in and to the following: (a) the Assigned Trademarks, together with the goodwill of the business symbolized thereby; (b) all renewals and extensions of any application, registration, or filing related thereto; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Further Assurances. Each party hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other party hereto in doing, all things necessary, proper, or advisable under applicable law to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Assignment, including the execution and delivery of such instruments, and the taking of such other actions, as the other party hereto may reasonably require in order to carry out the intent of this Assignment. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the prosecution, registration, renewal, and enforcement of the Assigned Trademarks.
3. Terms of APCA; Conflicts. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the APCA in any manner whatsoever. The parties hereto acknowledge and agree that

the representations, warranties, covenants, agreements, and indemnities contained in the APCA, if any, shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the case of any conflict between the terms and conditions of this Assignment (including the Schedules) and the APCA, the APCA shall control.

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

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, (a) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity, interpretation, and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

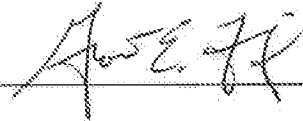
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

Electronics for Imaging, Inc.



By: Grant E. Fitz

Its: Chief Financial Officer

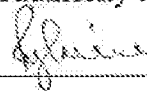
Date: December 13, 2021

STATE OF MICHIGAN)

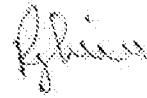
) ss.

COUNTY OF Washtenaw)

Before me, the undersigned authority, on this 13th day of December 2021, personally appeared Grant E. Fitz, who provided Driver License as identification and who personally appeared before me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and with authority to act in this assignment on behalf of Assignor.



Notary Public


(Signature of Notary)

RAJWINDER GILL
Notary Public, State of Michigan
County Of Oakland
My Commission Expires 06-02-2024
Acting in the County of Washtenaw

(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

EPS US, LLC

Grant E. Fitz

By: Grant E. Fitz

Its: The Chief Financial Officer of Electronics For Imaging, Inc., the sole member of EPS US, LLC

Date: December 13, 2021

STATE OF MICHIGAN)

) ss.

COUNTY OF Washtenaw

Before me, the undersigned authority, on this 13th day of December 2021, personally appeared Grant E. Fitz, who provided Driver License as identification and who personally appeared before me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and with authority to act in this assignment on behalf of Assignor.

Rajwinder Gill

Notary Public

RAJWINDER GILL
Notary Public, State of Michigan
County Of Oakland
My Commission Expires 06-02-2024
Acting in the County of Washtenaw

Rajwinder Gill
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Schedule A

Assigned Trademarks

Mark	Country	Reg No.	Reg. Date
ESCADA SYSTEMS, design	Int'l Registration - Madrid	1118486	21-Feb-2012
ESCADA SYSTEMS, design	China	1118486	21-Feb-2012
ESCADA SYSTEMS, design	European Union	1118486	21-Feb-2012
PBS	U.S.	4771755	14-Jul-2015
PRINTFLOW	U.S.	2811733	03-Feb-2004
PRINTSMITH	United Kingdom	UK00900644708	05-Oct-1999
PROFILE	Int'l Registration - Madrid	1111042	22-Dec-2011
PROFILE	China	1111042	22-Dec-2011
PROFILE	United Kingdom	UK00801111042	25-Apr-2013
SYNCRO 7	Int'l Registration - Madrid	1110007	28-Dec-2011
SYNCRO 7	United Kingdom	UK00801110007	31-Jan-2013