

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane Merchandising Systems, Inc.		01/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crane Payment Innovations, Inc.		
Street Address:	3222 Phoenixville Pike, Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3079771	DELIVERYMAX	
Registration Number:	2546910	AUTOMATIC PRODUCTS INTERNATIONAL, LTD.	
Registration Number:	3390653	DIXIE-NARCO	
Registration Number:	1707913	DIXIE-NARCO	
Registration Number:	5464883	INTELLIGENT STORE	
Registration Number:	3576836	MERCHANT	
Registration Number:	0863092	NATIONAL VENDORS	
Registration Number:	4672027	OLTRE	
Registration Number:	4672028	OLTRE	
Registration Number:	5438505	RETAIL INSIGHTS	
Registration Number:	2057678	STREAMWARE	
Registration Number:	2644217	SUREVEND	
Registration Number:	2385978	VENDMAX	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	9726283600		
Email:	cranetm@munckwilson.com		

OP \$340.00 3079771

Correspondent Name: Matthew S. Anderson
Address Line 1: 12770 Coit Road, Suite 600
Address Line 4: Dallas, TEXAS 75251

ATTORNEY DOCKET NUMBER: CRNC01-00063

NAME OF SUBMITTER: Matthew S. Anderson

SIGNATURE: /Matthew S. Anderson/

DATE SIGNED: 01/10/2022

Total Attachments: 9

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source=2022.01.01 Crane Merchandising Systems, Inc. to Crane Payment Innovations, Inc. - IP Assignment#page2.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of January 1, 2022, ("Effective Date"), by and between Crane Merchandising Systems, Inc., a Delaware Corporation, with an address of 3222 Phoenixville Pike, Suite 200, Malvern, Pennsylvania, 19355, United States ("Assignor") and, Crane Payment Innovations, Inc., a Delaware Corporation, with an address of 3222 Phoenixville Pike, Suite 200, Malvern, Pennsylvania, 19355, United States ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to certain Intellectual Property, including patents and patent applications, trademarks and service marks, both registered and unregistered, copyrights, and Other Intellectual Property under statutory or common law worldwide;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, transfer, convey, assign, and deliver to Assignee, all right, title, and interest in and to the Intellectual Property, together with all common law rights therein, along with the ongoing business and all goodwill of the business associated with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of Ten Dollars (USD \$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TRADEMARK ASSIGNMENTS

1. Assignor does hereby assign to Assignee the trademarks and/or service marks identified in Schedule A attached hereto and the applications and registrations therefor shown in the said Schedule A, and any other trademark rights owned by Assignor throughout the world (the "Trademarks");
2. Assignor does hereby assign to Assignee all right, title, and interest in and to the Trademarks, including all applications and registrations for the Trademarks, and including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the Trademarks.
3. Assignor will discontinue its business operations with respect to the Trademarks as of the Effective Date;
4. Assignee will continue the business, or portions thereof to which the Trademarks pertain, as of the Effective Date, and has a bona fide intent to use the Trademarks in commerce, whereby Assignee is the successor to the business of the Assignor, or portions thereof to which the Trademarks pertain;

5. This Intellectual Property Assignment is one of several related transactions being executed contemporaneously between Assignor and Assignee to effect the acquisition described herein;
6. Assignor does hereby sell, assign, convey, and transfer to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Trademarks and all applications and registrations for the Trademarks, including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and all claims, if any, which may have arisen thereunder prior to the Effective Date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present, and future infringements of any of the Trademarks or any registrations and applications therefor as of the Effective Date;
7. Assignor hereby authorizes Assignee to record this Assignment with all government agencies or trademark registries; and,
8. Assignor shall at any time on and after the Effective Date, at the request of Assignee, execute and deliver to Assignee such additional documents, instruments, consents, conveyances, assignments, and other writings as may be reasonably required to assign, transfer, convey, or perfect the transfer of Assignor's right, title, and interest in and to the Trademarks to Assignee or otherwise to carry out, confirm, or evidence the transactions contemplated by this Agreement.

PATENT ASSIGNMENTS

1. Assignor desires to assign to Assignee the patents, patent applications, and/or industrial designs or other registrations identified in Schedule B attached hereto, including all related patents and applications to those identified in Schedule B, and any other patent rights owned by Assignor throughout the world (the "Patents");
2. Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Patents and the entire right, title, and interest in and to any and all Patents which may be granted therefor and/or therefrom, to all nonprovisional applications, divisions, reissues, substitutions, continuations, continuations-in-part, and extensions of said Patents. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and respective Patent and Intellectual Property Offices worldwide, to issue all patents for any currently pending applications identified on Schedule B, or patents resulting therefrom, insofar as Assignor's interests are concerned, to Assignee, of the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its legal representatives, to the full end of the term for which said Patent(s) may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Assignor also assigns to Assignee, its successors, assigns and legal representatives, the full and exclusive right, title, and interest to the inventions disclosed in said Patents throughout the world, and all other inventions owned by the Assignor, including the right to file applications and obtain patents, utility models, industrial models, and designs for the inventions in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the inventions and all rights to register the inventions in appropriate registries, all foreign rights arising from pre-grant publication of the Patents;
4. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.
5. Assignor agrees to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Properties in all countries.
6. Assignor hereby authorizes Assignee to record this Assignment with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office, with respect to the Properties. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

OTHER INTELLECTUAL PROPERTY ASSIGNMENTS

1. Assignor desires to assign to Assignee all other Intellectual Property, whether or not identified in Schedule A or Schedule B attached hereto, including, without limitation, all registered or unregistered rights to inventions, patents, trademarks, service marks, trade dress, copyrights, trade secrets, industrial designs, utility models, database rights, maskworks, moral rights, Internet domain names and registrations, and social media accounts and usernames owned by Assignor throughout the world (the "Other Intellectual Property");
2. Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Other Intellectual Property throughout the world, all rights to register, protect, and enforce the Other Intellectual Property, and all rights to damages and injunctive remedies arising from infringement of the Other Intellectual Property.

- Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in the Other Intellectual Property in Assignee, its successors, assigns and legal representatives.

This Assignment of Intellectual Property shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date written above.

Crane Merchandising Systems, Inc.

Crane Payment Innovations, Inc.

By: Matthew D. Michael

By: Matthew D. Michael

Name: Matthew D. Michael

Name: Matthew D. Michael

Title: Assistant Secretary

Title: Assistant Secretary

STATE OF Connecticut)
 COUNTY OF Fairfield)

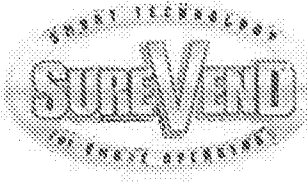
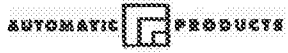



ss. Stanford 12/15/2021


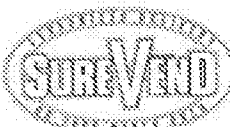

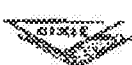



On December 15, 2021, before me, Lenora Rowser, Notary Public, personally appeared Matthew D. Michael, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Lenora Rowser
 Notary Public
 My commission expires: _____
 LENORA ROWSER
 NOTARY PUBLIC
 State of Connecticut
 MY COMMISSION EXPIRES DEC. 31, 2024

Schedule A

Country	Trademark	Application No.	Registration No.
Argentina	DIXIE-NARCO	3511066	2881141
Australia	SUREVEND	892677	892677
Australia		917247	917247
Bahamas	DIXIE	4878	4878
Bahamas	DIXIE-NARCO	22723	22723
Brazil	DIXIE-NARCO	818558890	818558890
Canada	A LA CARTE	421581	TMA235337
Canada		1504001	TMA864751
Canada	CAFÉ DIEM	1034889	TMA556987
Canada	LIVE FOR THE COFFEE	1035629	TMA556994
Canada	POLYVEND	402246	TMA224348
Canada	SUREVEND	1118905	TMA626139
Canada		1197559	TMA666210
Chile	DIXIE-NARCO	811170	827621
Costa Rica	DIXIE-NARCO	1996-006377	100375
Costa Rica	DIXIE-NARCO	1996-0006376	100374
European Union	DIXIE-NARCO	168641	168641
European Union	MERCHANT	6291397	6291397
European Union	NATIONAL VENDORS	2930022	2930022
European Union	OLTRE	10003192	10003192
European Union		10003201	10003201
European Union		138032	138032
European Union	SUREVEND	2415768	2415768

European Union		3219987	3219987
European Union		3554433	3554433
El Salvador	DIXIE-NARCO	011996005166	276/79
El Salvador	DIXIE-NARCO	011996005167	276/79
El Salvador	DIXIE-NARCO	2583-2000	276/79
France		93451067	93451067
Guatemala	DIXIE-NARCO	906196	86817
Guatemala	DIXIE-NARCO	906296	88697
Hong Kong	DIXIE-NARCO	151591	199500064
Lebanon		25210	170930
Mexico	DIXIE-NARCO	158998	466716
Mexico	SUREVEND	512708	757611
Mexico		560896	773029
New Zealand		704638	704638
New Zealand		659494	659494
Norway	DIXIE-NARCO	944221	173114
Panama	DIXIE-NARCO	86157	86157
Panama	DIXIE-NARCO	86154	86154
Saudi Arabia	DIXIE-NARCO	19164	141303036
Saudi Arabia	DIXIE-NARCO	19163	141303035

Singapore	DIXIE-NARCO	641890	T9006418j
Sweden	DIXIE-NARCO	199407678	328247
United Kingdom	DIXIE-NARCO	1455027	1455027
United Kingdom	DIXIE-NARCO	900168641	900168641
United Kingdom	DIXIE-NARCO	1438467	1438467
United Kingdom	MERCHANT	906291397	906291397
United Kingdom	OLTRE	910003192	910003192
United Kingdom		910003201	910003201
United Kingdom		900138032	900138032
United Kingdom	SUREVEND	902415768	902415768
United Kingdom		903219987	903219987
United Kingdom		903554433	903554433
United States		76218100	2546910
United States	DELIVERYMAX	78618896	3079771
United States	DIXIE-NARCO	77013438	3390653
United States	DIXIE-NARCO	74212965	1707913
United States		86571340	5464883
United States	MERCHANT	77125466	3576836
United States	NATIONAL VENDORS	72274551	863092
United States	OLTRE	85290644	4672027
United States		85290653	4672028
United States	RETAIL INSIGHTS	86334478	5438505
United States	STREAMWARE	74425161	2057678
United States	SUREVEND	76242815	2644217
United States	VENDMAX	75361460	2385978
Venezuela	DIXIE-NARCO	1997-000305	P213237
Venezuela	DIXIE-NARCO	1997-000306	P213238

Schedule B

Jurisdiction	Application No.	Publication No.	Patent No.
Belgium	10835068.7	EP2503924	EP2503924
Belgium	12818353	EP2737459	EP2737459
Canada	2523470		CA2523470
Canada	2523393		CA2523393
Canada	2523512		CA2523512
Canada	2523307		CA2523307
Canada	2489788		CA2489788
Canada	2782680		CA2782680
Canada	2843164		CA2843164
China	201880013811.1	110419064	
Europe	18739242.8	EP3568841	
Germany	10835068.7	EP2503924	EP2503924 602010051442
Great Britain	10835068.7	EP2503924	EP2503924
Great Britain	12818353	EP2737459	EP2737459
International	PCT/US2021/029971	WO 2021/222627	
Luxembourg	12818353	EP2737459	EP2737459
Mexico	MX/a/2010/002345		MX297662
Mexico	PA/A/2005/000179		MX255135
Mexico	PA/A/2004/000363		MX244306
Mexico	MX/a/2013/005714		MX324568
Mexico	MX/A/19/008336		
Netherlands	10835068.7	EP2503924	EP2503924
Netherlands	12818353	EP2737459	EP2737459
Norway	12818353	EP2737459	EP2737459
Turkey	10835068.7	EP2503924	EP2503924 TR201812594TA
United States	12892797	US2011-0068116	US8096444
United States	10693799	US2005-0087544	US7066348
United States	10613165	US2004-0056042	US6966455
United States	11216966	US2005-0284879	US7128239
United States	11981588	US2008-0164274	US7912579
United States	11981654	US2008-0163756	US8070019
United States	11981781	US2008-0164284	US8087542
United States	11981778	US2008-0163760	US7885520
United States	10142317	US2003-0015546	US7036688
United States	12544911	US2010-0084421	US8205770
United States	12380924	US2010-0228390	US8155785
United States	12958172	US2011-0129581	US8931398
United States	11249526	US2007-0108222	US7837058
United States	11249527	US2007-0084876	US7802700

United States	10/845,178	US20050252925	US7404501
United States	11249376	US2007-0084877	US7784644
United States	11249525	US2007-0084875	US7604145
United States	11586495	US2008-0099496	US8534494
United States	11973892	US2008-0179343	US8469230
United States	11891854	US2008-0054013	US7480543
United States	12229875	US2009-0059560	US8057054
United States	12181165	US2009-0045215	US7823749
United States	12410263	US2010-0243666	US8556119
United States	12321307	US2009-0210087	US7831335
United States	12589069	US2010-0038375	US8002144
United States	10304611	US2003-0101257	US7523182
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United States	13559376	US2013-0144432	US9292993
United States	13443708	US2012-0259459	US8588965
United States	13533791	US2012-0273517	US8517213
United States	16476825	US2019-0378367	
United States	14711659	US2015-0243120	US9652923
United States	16235958	US2019-0228373	
United States	09/895,647	US2003-0003865	US7164884
United States	09/899,527	US2003-0009313	US6925335
United States	63/263,073		
United States	16/235,958	US2019-0228373	
United States	11/539,331	US2007-0072548	7778600
United States	11/279,174	US2006-0183422	US8005425

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