

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Computer Design International, Inc.		01/31/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BCD Software, LLC		
Street Address:	120 Forbes Blvd.		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86052202	CLEARPATH	
Serial Number:	86049035	PRESTO	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009121-0001		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$65.00 86052202

Date:

02/25/2014

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into as of January 31, 2014 by and between Business Computer Design International, Inc. (the "Assignor"), and BCD Software, LLC (the "Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee and the other parties set forth on the signature pages thereto, the Assignee shall acquire certain assets of Assignor, including, without limitation, the BCD Marks (as defined below).

WHEREAS, the Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks listed on Schedule A attached hereto and all variations thereof (the "BCD Marks"). The Assignee wishes to acquire, and the Assignor wishes to assign, the Assignor's entire right, title and interest in and to the BCD Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement.
2. Assignment. The Assignor hereby sells, transfers, assigns and sets over to the Assignee the entire right, title and interest of the Assignor in and to the BCD Marks, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any renewals thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the BCD Marks, (b) all income, royalties and rights to payment with respect to the BCD Marks, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the BCD Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

The Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all countries foreign to the United States of America to record the Assignee as the assignee and owner of the BCD Marks and to issue all registrations for said BCD Marks, to be in the name of the Assignee, as assignee of all of the BCD Marks, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment of Trademarks.

3. Further Assurances. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's reasonable request, without charge and at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations,

oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the BCD Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the BCD Marks, including, but not limited to, testifying as to any facts relating to the BCD Marks assigned herein, (c) in obtaining any additional trademark protection for the BCD Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. Miscellaneous. This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment of Trademarks may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof. Nothing in this Assignment of Trademarks shall be deemed to limit the rights of the Assignor or the Assignee under the Purchase Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

**BUSINESS COMPUTER DESIGN
INTERNATIONAL, INC.**

By: Joseph D. Svandra
Name: Joseph Svandra
Title: President

ASSIGNEE:

BCD SOFTWARE, LLC

By: _____
Name: Denis Liptak
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005223 FRAME: 0817**

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

BUSINESS COMPUTER DESIGN
INTERNATIONAL, INC.

By: _____

Name:

Title:

ASSIGNEE:

BCD SOFTWARE, LLC

By:  _____

Name: Denis Liptak

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 005223 FRAME: 0818

SCHEDULE A

Trademark Applications

Trademark	Serial No.	Registration No.	Date of Application
Clearpath	86052202		August 30, 2013
Presto	86049035		August 27, 2013

Unregistered Trademarks

EZ-Pickin's
File-Flash Plus
Docu-Mint