

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMENTIA IPH, INC.		03/18/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Becket & Lee, LLC		
Street Address:	16 General Warren Boulevard		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2778288	HILBERT	
Registration Number:	2917655	H-SCRIPT	
Registration Number:	2780388	PRIMENTIA	
Registration Number:	2772435	PRIMENTIA	
Registration Number:	2780389	PRIMENTIA	
Registration Number:	2787319	H-SCRIPT	
Registration Number:	3593143	HILBERT	
Registration Number:	3593171	HILBERT	
Serial Number:	78839242	HI	
CORRESPONDENCE DATA			
Fax Number:	2154956600		
<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:	215-495-6533		
Email:	dfiore@regerlaw.com		
Correspondent Name:	Daniel Fiore, Esq.		
Address Line 1:	2929 Arch Street		
Address Line 2:	13th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Daniel Fiore, Esq.		

OP \$240.00 2778288

SIGNATURE:	/Daniel Fiore, Esq./
DATE SIGNED:	10/02/2015
Total Attachments: 13 source=Hilbert-IP Assign Agmt-20150318#page1.tif source=Hilbert-IP Assign Agmt-20150318#page2.tif source=Hilbert-IP Assign Agmt-20150318#page3.tif source=Hilbert-IP Assign Agmt-20150318#page4.tif source=Hilbert-IP Assign Agmt-20150318#page5.tif source=Hilbert-IP Assign Agmt-20150318#page6.tif source=Hilbert-IP Assign Agmt-20150318#page7.tif source=Hilbert-IP Assign Agmt-20150318#page8.tif source=Hilbert-IP Assign Agmt-20150318#page9.tif source=Hilbert-IP Assign Agmt-20150318#page10.tif source=Hilbert-IP Assign Agmt-20150318#page11.tif source=Hilbert-IP Assign Agmt-20150318#page12.tif source=Hilbert-IP Assign Agmt-20150318#page13.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 18, 2015, is made by PRIMENTIA IPH, INC., a Delaware corporation ("Assignor") for the benefit of BECKET & LEE, LLC, a Pennsylvania limited liability company ("Assignee"), a secured party of Assignor pursuant to that certain Term Loan and Share Purchase Letter Agreement dated April 1, 2008, as amended, by and between Hilbert Technology, Inc., a Pennsylvania corporation ("Hilbert") and Assignee (the "Loan Agreement"), that certain Secured Promissory Note dated September 26, 2008 by and between Hilbert and Assignee (the "Note"), that certain Security Agreement dated April 1, 2008 by and between Hilbert and Assignee (the "Security Agreement"), that certain Surety Agreement dated October 3, 2008 by and between Assignor and Assignee (the "Surety Agreement") and that certain Intellectual Property Security Agreement dated September 26, 2008 by and between Assignor and Assignee (the "IP Security Agreement"), collectively, the "Loan Documents".

WHEREAS, in order to induce Assignee to enter into the Loan Agreement, and to make loans and advances and provide other financial accommodations to Hilbert pursuant thereto, Assignor became the absolute and unconditional surety for Hilbert pursuant to the Surety Agreement and granted to Assignee certain collateral security as set forth in the IP Security Agreement;

WHEREAS, Hilbert's failure to pay any amount due under the Note within three (3) business days of the time when the same shall become due constitutes an Event of Default, as defined in the Loan Documents;

WHEREAS, the Maturity Date of the Note, as defined therein, was March 1, 2011;

WHEREAS, to date, Hilbert has not paid any amount due under the Note, and this failure constitutes an Event of Default;

WHEREAS, under the terms of the IP Security Agreement, Assignor has issued Assignee a Special Power of Attorney, to act on Assignor's behalf in the case of an Event of Default;

WHEREAS, Assignee desires to exercise its rights under the Surety Agreement and the IP Security Agreement to convey, transfer and assign to Assignee certain intellectual property of Assignor, and execute and deliver this IP Assignment, for

recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained herein and in the Loan Documents, and in reliance thereon, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) patents and patent applications, including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof, and other government issued indicia of invention ownership (including certificates of invention, petty patents and patent utility models), including without limitation those set forth in Schedule 1 hereto (the "Patents");

(b) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques and other confidential and proprietary information and all rights therein;

(c) the trademark registrations and applications, along with the common law unregistered trademarks, including without limitation those set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(d) copyright registrations, applications for registration and copyright licenses, along with all works of authorship and unregistered copyrights, including without limitation those set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof, along with any unregistered copyrights and all (the "Copyrights");

(e) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(f) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications and other documentation thereof;

(g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials in any jurisdiction in the world to record and register this IP Assignment upon request by Assignee.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

5. Governing Law. The validity and interpretation of this IP Assignment shall be construed in accordance with, and governed by the internal laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. All claims, disputes or causes of action relating to or arising out of this IP Assignment shall be brought, heard and resolved solely and exclusively by and in a federal or state court situated in Philadelphia County, Pennsylvania. Each of the parties hereto agrees to submit to the jurisdiction of such courts shall be proper for all purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

PRIMENTIA IPH, INC.
By: Becket & Lee, LLC, its
attorney in fact

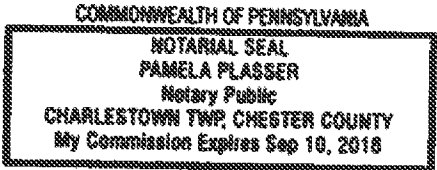
By: [Signature]
Name: Thomas A. Lee, III
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CHESTER :

On this, the 18th day of March, 2015, before me PAMELA PLASSER the undersigned officer, personally appeared Thomas A. Lee, III, who acknowledged himself to be the Manager of Becket & Lee, LLC, a limited liability company, attorney in fact for PriMentia IPH, Inc., and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager and acknowledged that he executed the same as the act of its principal for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

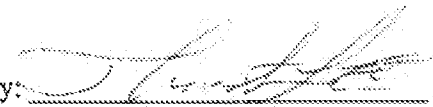
[Signature]
Notary Public



[Signature Page for IP Assignment]

AGREED TO AND ACCEPTED:

BECKET & LEE, LLC

By: 

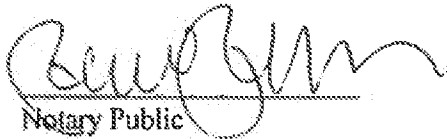
Name: Thomas A. Lee, III

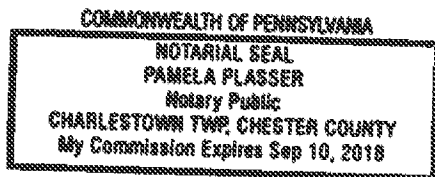
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CHESTER :

On this, the 18th day of March, 2015, before me PAMELA PLASSER the undersigned officer, personally appeared Thomas A. Lee, III, who acknowledged himself to be the Manager of Becket & Lee, LLC, a limited liability company, and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

In witness whereof, I hereto set my hand and official seal.


Notary Public



[Signature Page for IP Assignment]

SCHEDULE I
ASSIGNED PATENTS

See attached.

Patents

Description	App Number Pat Number	App Date Iss Date
<i>Country:</i> Mexico <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2000660	14-Jul-2000
<i>Country:</i> Korea, Republic of <i>Tax Agent:</i> Computer Patent Annuities Inc. (00197) <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2002-7000871 522557	14-Jul-2000 12-Oct-2005
<i>Country:</i> Patent Cooperation Treaty <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	PCT/US00/19195	14-Jul-2000
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	09/357301 6424969	30-Jul-1999 23-Jul-2002
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	10/198935 7698283	22-Jul-2002 13-April-2010
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	10/146954 6751610	17-May-2002 15-Jun-2004
<i>Country:</i> Israel <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	147736	14-Jul-2000

Patents

Description	App Number Pat Number	App Date Iss Date
<i>Country:</i> China (Peoples Republic) <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	00812084.6 ZL00812084.6	14-Jul-2000 05-Oct-2005
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	10/219658	16-Aug-2002
<i>Country:</i> Russian Federation <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2002104358 2268488	14-Jul-2000 20-Jan-2006
<i>Country:</i> Canada <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2379817 2379817	14-Jul-2000 11-Dec-2007
<i>Country:</i> Japan <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2001-511599	14-Jul-2000
<i>Country:</i> Australia <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	63461/00 779269	14-Jul-2000 19-May-2005
<i>Country:</i> European Patent Convention <i>Tax Agent:</i> KIRSCHNER & KOLLEGEN <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	00950345.9	14-Jul-2000

Patents

Description	App Number Pat Number	App Date Iss Date
<i>Country:</i> India <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA IN A DATABASE SYSTEM	IN/PCT/2002/00190 206603	14-Jul-2000 03-May-2007
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	09/617047 6542896	14-Jul-2000 01-Apr-2003
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	09/412970 6457006	06-Oct-1999 24-Sep-2002
<i>Country:</i> Australia <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR PROCESSING INFORMATION	2005200790	14-Jul-2000
<i>Country:</i> Japan <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2005-353828	14-Jul-2000
<i>Country:</i> Australia <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR PROCESSING INFORMATION	2008203532	06-Aug-2008
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	09/833069 6944619	12-Apr-2001 13-Sep-2005

Patents

Description	App Number Pat Number	App Date Iss Date
<i>Country:</i> European Patent Convention <i>Tax Agent:</i> Puschmann & Borchert <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	02719468.7	11-Apr-2002
<i>Country:</i> Korea, Republic of <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	2002-7016969	11-Apr-2002
<i>Country:</i> China (Peoples Republic) <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA		11-Apr-2002
<i>Country:</i> Patent Cooperation Treaty <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	PCT/US02/11046	11-Apr-2002
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	11/221883 7870113	09-Sep-2005 11-Jan-2011
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR TRANSLATING LANGUAGES USING AN INTERMEDIATE CONTENT SPACE	10/770391	04-Feb-2004

SCHEDULE 2
ASSIGNED TRADEMARKS

See attached.

Trademarks

Trademark	App Number Reg Number	App Date Reg Date
Hi (Stylized) <i>Country:</i> United States of America <i>Classes:</i> 09 Int., 35 Int., 42 Int.	78/839242	16-Mar-2006
HILBERT <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/249375 2778288	02-May-2001 28-Oct-2003
HILBERT <i>Country:</i> United States of America <i>Classes:</i> 09, 35, 42	78/813355 3593143	13-Feb-2006 17-Mar-2009
HILBERT (Stylized) <i>Country:</i> United States of America <i>Classes:</i> 09, 35, 42	78/839213 3593171	16-Mar-2006 17-Mar-2009
H-SCRIPT <i>Country:</i> United States of America <i>Classes:</i> 9	76/249377 2917655	02-May-2001 11-Jan-2005
H-SCRIPT <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/396488 2787319	18-Apr-2002 25-Nov-2003
PRIMENTIA <i>Country:</i> United States of America <i>Classes:</i> 35	76/381339 2780388	12-Mar-2002 04-Nov-2003
PRIMENTIA <i>Country:</i> United States of America <i>Classes:</i> 42 Int.	76/381344 2772435	12-Mar-2002 07-Oct-2003
PRIMENTIA <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/381345 2780389	12-Mar-2002 04-Nov-2003

SCHEDULE 3

ASSIGNED COPYRIGHTS

Copyrights and copyright registrations to all original works whatsoever broadly construed on all marketing materials, documents and other original works created in connection with the business of Assignor.