

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma Micro, LLC		11/21/2014	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Fifth Gear Acquisitions, Inc.		
Street Address:	1303 E. Arapaho Road, Suite 200		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75081		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4049783	LASTANDFINAL	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com, ypan@proskauer.com		
Correspondent Name:	Daniel J. St. Onge		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
NAME OF SUBMITTER:	Daniel J. St. Onge		
SIGNATURE:	/Daniel J. St. Onge/		
DATE SIGNED:	06/03/2016		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and as of this 21 day of November, 2014 (the "Effective Date") by and between Sigma Holdings, LLC, an Indiana limited liability company, Sigma Micro, LLC, an Indiana limited liability company, and Lexton Group, L.L.C., a Missouri limited liability company, (collectively "ASSIGNORS"), on one hand, and Fifth Gear Acquisitions, Inc., a Minnesota Corporation ("ASSIGNEE"), on the other hand.

WHEREAS, ASSIGNORS and ASSIGNEE are parties to that certain Asset Purchase Agreement entered into as of November 21, 2014 (the "Purchase Agreement"), pursuant to which ASSIGNORS agreed to sell, and ASSIGNEE agreed to acquire, all of ASSIGNORS' intellectual property rights related to, used in the operations of, or otherwise associated with the Business in accordance with the terms of the Purchase Agreement, including all trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade dress, trade names and service mark applications, including all of the goodwill related thereto; all of the copyrights, copyright registrations and copyright applications, and moral rights of authors, however denominated, and any tangible embodiments of the foregoing; all of the intellectual property rights embodied in the software and firmware; all of the Internet domain names, Internet and Worldwide Web URLs or addresses or registrations or applications therefor, telephone numbers, facsimile numbers and website content used in the operations of or associated with the Business; all the inventions, unfiled invention disclosures, improvements, know-how and proprietary processes and formulae, and any tangible embodiments of the foregoing; all patents, patent applications (including provisional patent applications), utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including all related continuations, continuations-in-part, divisional, reissue, renewals, reexaminations, and extensions thereof); together with all related remedies against infringement and rights to protect interests therein (collectively, the "Intellectual Property Rights");

WHEREAS, the Intellectual Property Rights include the trademarks as identified in Exhibit A; the copyrights as identified in Exhibit B; the software as identified in Exhibit C; the domain names, telephone numbers, and facsimile numbers as identified in Exhibit D; the patent applications identified as in Exhibit E (collectively, the "Exhibits");

WHEREAS, ASSIGNORS desire to transfer, on a worldwide basis, any and all of their right, title and interest in, to and under the Intellectual Property Rights, including those identified in the Exhibits; and

WHEREAS, ASSIGNEE desires to acquire and ASSIGNORS are willing to assign to ASSIGNEE all of ASSIGNORS' right, title and interest in and to the Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the ASSIGNORS and the ASSIGNEE intending to be legally bound, agree as follows:

ASSIGNORS hereby sell, assign, transfer, convey and deliver unto ASSIGNEE any and all of their right, title and interest throughout the world in and to the Intellectual Property Rights.

Trademarks. ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE any and all of ASSIGNORS' right, title, and interest in and to the trademarks associated with the Business, including those set forth on Exhibit A, all common law rights in and to the trademarks, and the trademark registrations set forth on Exhibit A, and the goodwill associated with the trademarks set forth on Exhibit

A, and the right to sue and recover for past infringement, as fully and completely as permitted by law, it being the intention of the parties that ASSIGNEE shall acquire all rights in the trademarks associated with the Business.

Copyrights. ASSIGNORS hereby sell, assign, transfer, convey and deliver unto ASSIGNEE any and all of their right, title and interest throughout the world in and to all copyrights associated with the Business, including (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof as identified on Exhibit B; (b) all common law rights related thereto; (c) all manuals and user instructions produced in conjunction therewith; (d) all codes, programs, source code and object code associated and developed therewith; and (e) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any copyrights; and to settle and retain proceeds from any such actions. ASSIGNORS further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of such copyrights that ASSIGNORS may have under any applicable law under any legal theory.

Software. ASSIGNORS hereby sell, assign, transfer, convey and deliver unto ASSIGNEE any and all of their right, title and interest throughout the world in and to the Intellectual Property rights embodied in the software and firmware (including all source code, object code, design documentation and procedures for product generation and testing of all software and firmware) used in the operation of the Business, including those identified on Exhibit C (the “Software”), together with all related remedies of infringement and rights to protect interests therein. ASSIGNORS further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of such Software identified in Exhibit C that ASSIGNORS may have under any applicable law under any legal theory.

Domain Names. ASSIGNORS assign, transfer, grant, convey, and relinquish exclusively to ASSIGNEE all of ASSIGNORS’ right, title, and interest in and to the domain names, phone numbers, and facsimile numbers set forth in Exhibit D, together with all rights of ASSIGNORS associated therewith, including without limitation, any trademark rights in the domain names, together with any associated goodwill, and any copyrights in the content of the websites. ASSIGNORS will undertake in good faith any and all actions necessary or desirable in ASSIGNEE’S reasonable opinion to effectuate the recordation of the transfer and assignment of the domain names set forth in Exhibit D to ASSIGNEE through use of the domain name transfer procedures provided by the Registrar, including without limitation (i) notifying the Registrar of ASSIGNORS’ desire to transfer the domain names set forth in Exhibit D to ASSIGNEE and requesting such transfer through the domain name transfer procedures provided by the Registrar and (ii) executing any documents that may be necessary to accomplish the transfer of the domain names set forth in Exhibit D to ASSIGNEE. ASSIGNEE will pay any fees of the Registrar for such transfer. ASSIGNORS will undertake in good faith any and all actions necessary or desirable in ASSIGNEE’S reasonable opinion to effectuate the recordation of the transfer and assignment of the phone numbers set forth in Exhibit D to ASSIGNEE, including without limitation (i) notifying the applicable telephone company of ASSIGNORS’ desire to transfer the phone numbers set forth in Exhibit D to ASSIGNEE; and (ii) executing any documents that may be necessary to accomplish the transfer of the phone numbers set forth in Exhibit D to ASSIGNEE. ASSIGNORS do hereby make, constitute, and appoint ASSIGNEE (and any officer or agent of ASSIGNEE as it may select in its sole and exclusive discretion) as their true and lawful attorney-in-fact with the power to endorse the ASSIGNORS’ name on all applications, documents, papers, instruments, and online applications necessary or desirable in ASSIGNEE’S reasonable opinion to effectuate the recordation of the transfer and assignment of the domain names set forth in Exhibit D to ASSIGNEE or to use the domain names set forth in Exhibit D, to grant or issue any exclusive or nonexclusive license of the domain names set forth in Exhibit D to any third person, or to take any and all actions necessary for the ASSIGNEE to assign, pledge, convey, or otherwise transfer title in or dispose of the domain names set forth in Exhibit D or any part thereof or

interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which ASSIGNOR is obligated to execute and do hereunder. This power of attorney is coupled with an interest and shall be irrevocable.

Patents. ASSIGNORS hereby assign, transfer, grant, convey, and relinquish exclusively to ASSIGNEE any and all of ASSIGNORS' right, title, and interest worldwide in and to the patent applications set forth in Exhibit E and in and to the patents and all applications that have been or may be filed on the inventions disclosed in the applications set forth in Exhibit E anywhere in the world, including any and all divisions, continuing prosecution applications, continuations-in-part, reissues, continuations, and extensions thereof and in and to any Letters Patents, Inventors' Certificates, Design Registrations, Industrial Models, Utility Models, and all other forms of protection that may be granted thereon, including the right to file applications and the right to claim priority from any applications worldwide, and including the right to pursue and obtain any damages, recoveries, or remedies for past infringements of these protections. ASSIGNORS request that all Letters Patents, Inventors' Certificates, Design Registrations, Industrial Models, Utility Models and all other forms of protection on said inventions be issued to the ASSIGNEE, and ASSIGNORS agree to provide reasonable assistance in: obtaining and enforcing patent protection for said inventions, including communicating any facts relating to said inventions, signing lawful papers, and, at the request and expense of the ASSIGNEE, but without additional compensation, testifying in legal proceedings.

Upon the ASSIGNEE'S request, the ASSIGNOR will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the Intellectual Property Rights and interests of the ASSIGNEE in, to and under the Intellectual Property Rights at the sole expense of ASSIGNEE and without additional compensation. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other patent office in other applicable jurisdictions) and the provision of documents and information useful or necessary for the ASSIGNEE or its affiliates, designees or agents to file, prosecute or maintain the Intellectual Property Rights, or pursue or defend any administrative, court, or other legal proceeding involving the Intellectual Property Rights.

ASSIGNORS hereby acknowledge and agree that they will not challenge (nor assist any third party in challenging) the validity or enforceability of, or the ASSIGNEE'S ownership in the Intellectual Property Rights.

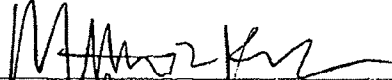
Any and all terms not defined in this Assignment are defined by the Purchase Agreement. The headings contained in this Assignment are for convenience of reference only, will not be deemed to be a part of this Assignment and will not be referred to in connection with the construction or interpretation of this Assignment.

[Signature Pages Follow]

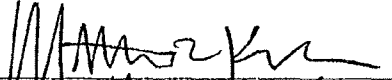
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first above written.

ASSIGNORS

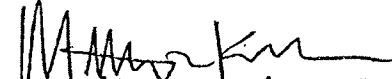
SIGMA HOLDINGS, LLC

By: 
Name: Matthew L. Konkole
Title: President

SIGMA MICRO, LLC

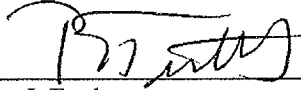
By: 
Name: Matthew L. Konkole
Title: President

LEXTON GROUP, L.L.C.

By: 
Name: Matthew L. Konkole
Title: President

ASSIGNEE

FIFTH GEAR ACQUISITIONS, INC.

A handwritten signature in black ink, appearing to read "T. Tuttle", written over a horizontal line.

By: Terry J. Tuttle
Title: Chief Financial Officer

[Signature Page 2 to Intellectual Property Assignment]

TRADEMARK
REEL: 005807 FRAME: 0932

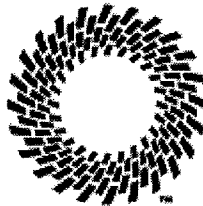
EXHIBIT A

Trademarks

Trademark	Country	Trademark Registration No.	Registration Date	Record Owner	Status
LASTANDFINAL	US	4049783	11/1/2011	Sigma Micro, LLC	Registered
STARK BRO'S FULFILLMENT SERVICES	US	2617909	9/10/2002	Lexton Group	Expired

Common Law

STARK BROS FULFILLMENT SERVICES
FIFTH GEAR
OVERDRIVE
TURNING ORDER MANAGEMENT UP TO ELEVEN
CONTROLLER PLUS
CONTROLLER+
ECONTROLLER+
SIGMACOMMERCE
SIGMA MICRO
LEXTON





Controller™

SigmaCommerce®

EXHIBIT B

Copyrights

Title	Type of Work	Registration Date	Registration Number	Name of Owner
QuarkCommerce Management Solution 2.0	Recorded Document	4/29/2005	TX-6-166-182	Sigma Micro, LLC
QuarkCommerce Management Solution 2.1	Recorded Document	8/8/2005	TX-6-239-688	Sigma Micro, LLC
QuarkCommerce Management Solution 2.8.1	Recorded Document	2/8/2006	TX-6-299-795	Sigma Micro, LLC

All Sellers' right, title, and interest in and to copyrights in Sellers' website and marketing materials.

EXHIBIT C

Software

S.No.	Modules	Components	Sub-Components
1	QuarkCommerce CRM		
		Call Center	
		Cash Order Entry	
		Customer Service	
		Customer Manager	
		Segment Planner	
		POS	
2	QuarkCommerce PDM		
		Item Master	
			Item Search
		Purchasing	
			Vendor Setup
			Purchase Orders
		Business Manager	
			Item Manager
			Pricing Manager
3	QuarkCommerce MRM		
		Customers	
			Circulation Analysis
			Segment Planner
			OLAP
			Customer Manager
		Merchandise	
			Merchandise Analysis
			Merchandise Planner
			Measurement Editor
			Item Analysis
			New Item Planner
			OLAP
			Item Manager
			Pricing Manager
		Campaigns	
			Campaign Manager
			Campaign Planner

			Campaign Analysis
			Offer Planner
			Offer Analysis
			OLAP
4	QuarkCommerce WMS		
		Setups	
			Warehouse Setup
			Carrier Setup
		Inbound	
			Receive Inventory
			Receipt List
			Customer Returns
			Customer Returns List
			Drop Ship
			Putaway
		Order Fulfillment	
			Picking
			Packing
			Shipping
			Wave Planning
		Inventory	
			Assign Item Locations
			Cycle Counting
			Cycle Counting Schedules
			Variance Analysis
			Inventory Movement
			Inventory Adjustment
			Cost Adjustment
			Scheduled Replenishment
		Kitting/VAP	
			Kitting Workorder
		Reporting	
			Carrier
5	QuarkCommerce Monitor (Standalone)		
6	QuarkCommerce eStore		

		Assorted Template Included	
7	Sales and Order Processing		
8	QuarkCommerce Administrator		
		Configuration	
			System Administrator
			Security Administrator
			XML Administrator
			QuarkCommerce Monitor
		XDK	
			All Logs
			Technical Error Logs
			Business Error Logs
			Success Log
9	QuarkCommerce Retail		
		Point of Sale	
10	QuarkCommerce Analytics		
		Custom Reports	
			Assigned Reports
			Scheduled Reports
			Customize
		System Reports	
			Configuration
			Financials
			Pricing
			Printing
			Products
			Promotions
			Reporting
			Sales
			Security
			XML Import Export
			Segment Planner
			Purchasing
			Inventory
			Carrier
		MIS Reports	

			Scheduled Reports
11	QuarkCommerce Equery		
12	QuarkCommerce integrations		
		Quark Integrations	
			MRM QuarkXpress Xtension for QuarkXPress Version 4..x/5..x/6.1/6.11/6..5 -For Macintosh -For Windows
			Address Verification System

EXHIBIT D

Registered Domain Names

<u>Domain Name</u>	<u>Owner</u>
sigmacommerce.us	Sigma Holdings, LLC
sigma-micro.us	Sigma Holdings, LLC
fifthgear.com	Sigma Holdings, LLC
starkbrosfulfillment.com	Sigma Holdings, LLC
inoverdrive.com	Sigma Holdings, LLC
sigmacommerce.com	Sigma Holdings, LLC
sigmacommerce.net	Sigma Holdings, LLC
sigmacommerce.info	Sigma Holdings, LLC
sigmacommerce.mobi	Sigma Holdings, LLC
sigmacommerce.org	Sigma Holdings, LLC
outsourcedorderfulfillment.com	Sigma Holdings, LLC
retailorderfulfillment.com	Sigma Holdings, LLC
sigmacommerce.us.com	Sigma Holdings, LLC
infifthgear.biz	Sigma Holdings, LLC
infifthgear.info	Sigma Holdings, LLC
infifthgear.mobi	Sigma Holdings, LLC
infifthgear.net	Sigma Holdings, LLC
infifthgear.org	Sigma Holdings, LLC
infifthgear.com	Sigma Holdings, LLC
sigmacommerce.biz	Sigma Holdings, LLC
sigmacommerce.xyz	Sigma Holdings, LLC
sigma-micro.com	Sigma Micro LLC
sigmamicro.com	Sigma Micro LLC
lastandfinal.com	Sigma Micro LLC
sigma-micro.xyz	Sigma Micro LLC

EXHIBIT E

None.

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