

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SDI Solutions LLC		03/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PGV Solutions Midwest, LLC		
Street Address:	2 E. Erie St. #1605		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3669087	SDI	
Registration Number:	3776005	SDI	
Registration Number:	4837891	SDI DELIVERING INTELLIGENT TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<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:	8478085500		
Email:	sswidler@iphorgan.com		
Correspondent Name:	Sean S. Swidler		
Address Line 1:	195 Arlington Heights Rd., Ste. #125		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
ATTORNEY DOCKET NUMBER:	DG1 0008 US		
NAME OF SUBMITTER:	Sean S. Swidler		
SIGNATURE:	/SSS/		
DATE SIGNED:	09/13/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 1st day of June 2016 by and among SDI Opco Holdings, LLC, a Delaware limited liability company ("**Holdings**"), SDI Solutions LLC, a Delaware limited liability company ("**Solutions**" and, together with Holdings, "**Assignors**" and each, individually, an "**Assignor**"), and PGV Solutions Midwest, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as March 13, 2016, by and among Assignors and Assignee (as amended, the "**Purchase Agreement**").

RECITALS

WHEREAS, in order to effectuate the terms of the Purchase Agreement and each Assignor's assignment to Assignee of its entire right, title and interest in, to and under the Trademarks (as defined below), Assignors are executing this instrument of assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignors hereby sell, assign, convey and transfer to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignors, Assignee's worldwide right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on **Exhibit A** attached hereto, including, without limitation, any and all common law rights thereto, as well as the goodwill of the Business symbolized thereby (collectively, the "**Trademarks**"), together with Assignors' worldwide right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Trademarks.

2. **Authorization.** Each Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent and/or trademark offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Further Assurances.** From time to time hereafter, and without further consideration, Assignors and their successors and permitted assigns covenant and agree that Assignors and their successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Assignee or any of its successors or assigns may reasonably request to fully vest in Assignee all of each Assignor's direct or indirect right, title and interest in, to and under all of the Trademarks in accordance with the foregoing.

4. Terms of the Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

5. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law.

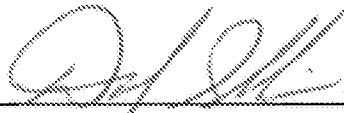
6. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"ASSIGNORS"

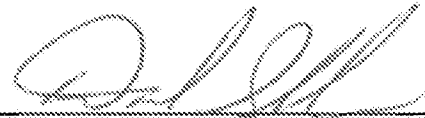
SDI OPCO HOLDINGS, LLC

By: 

Name: David Sullivan

Title: Manager

SDI SOLUTIONS LLC

By: 

Name: David Sullivan

Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

“ASSIGNEE”

PGV SOLUTIONS MIDWEST, LLC

By: 

Name: DAVID A. GUPTA

Title: MANAGER

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Identification of Trademarks

PROFOLIO	77/212451	3506147
SAMSON	85/285021	4478438
SDISECURE	85/513376	4610152
SDI	77/662490	3669087
SDI and Design	77/662440	3776005
WE'RE THERE	77/108804	3323435
SDI DELIVERING INTELLIGENT TECHNOLOGY & Design	86/359320	4837891

Exhibit A