OP \$90.00 4166140

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM437028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DATA LTD., INC.		07/21/2017	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	COMARK, LLC.	
Street Address:	440 FORTUNE BOULEVARD	
City:	MILFORD	
State/Country:	MASSACHUSETTS	
Postal Code:	01757	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4166140	DLI
Registration Number:	3976443	COMPUTING WITHOUT BOUNDARIES
Registration Number:	4184674	DLI

CORRESPONDENCE DATA

Fax Number: 6175231231

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.

Phone: 617-570-1000

Email: AFeeney@Goodwinlaw.com
Correspondent Name: ALAN F FEENEY, ESQ
Address Line 1: 100 Northern Avenue

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER: ALAN F FEENEY, ESQ		
SIGNATURE:	/alan f feeney/	
DATE SIGNED:	07/28/2017	

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of July 21, 2017, by and between Data Ltd., Inc., an Indiana corporation ("Assignor"), and Comark, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor holds all right, title and interest in and to the Business Intellectual Property, including, without limitation, the Business Intellectual Property listed on <u>Schedule I</u> attached hereto;

WHEREAS, simultaneously herewith, Assignor and Assignee are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor is required to transfer, sell and convey Assignee substantially all of the assets used in or related to the Business, including all Business Intellectual Property and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Business Intellectual Property (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Business Intellectual Property, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office to record any and all Business Intellectual Property and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor shall make no further use of any of the Business Intellectual Property for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Business Intellectual Property after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

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DATA LTD., INC., an Indiana comporation

By:

Name Bryan J Wesolek

Title:\President

ASSIGNEE:

COMARK, LLC, a Delaware limited liability company

By:

Name: G. Lawrence Bero

Title: Manager

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignce have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

DATA LTD., INC., an Indiana corporation

By:

Name: Bryan J Wesolek

Title: President

ASSIGNEE:

COMARK, LLC, a Delaware limited liability company

By: \(\sum_{\text{d}}\)\(\sum_{\text{O}}\)
Name: G. Lawrence Bero

Title: Manager

[Signature Page to Intellectual Property Assignment]

SCHEDULE I

BUSINESS INTELLECTUAL PROPERTY

(Attached)

Patents

Registration	Description	cription Publication	
Number		Date	
D601 557 S	Tablet Computer	October 6,	United
		2009	States
D635 568 S	Tablet Computer	April 5, 2011	United
			States
D638 834 S	Tablet Computer	May 31, 2011	United
			States
D654 499 S	Tablet Computer	February 21,	United
		2012	States
D662 502 S	Tablet Computer	June 26, 2012	United
	Cradle		States
D668 657 S	Tablet Computer	October 9,	United
	Cradle	2012	States
D678 118 S	2-in-1 Payment	Nov 20, 2012	United
	Module		States
D678 935 S	5-in-1 Payment	Mar 26, 2013	United
	Module		States
D688 240 S	Tablet Computer	Aug 20, 2013	United
			States
D690 296 S	Tablet Computer	Sep 24, 2013	United
			States
D692 893 S	Electronic Device	Nov 5, 2013	United
			States
D783 604 S	Tablet Computer	Apr 11, 2017	United
			States
Application	Apparatus for	January 9,	United
13/931,364	retrieving data from	2014	States
	multiple media and		
	method of the same		

ACTIVE/91952432.2

Trademarks

Registration	Name	Registration	Jurisdiction
Number		Date	
4166140	DLI	July 3, 2012	United
			States
3976443	Computing Without	June 14, 2011	United
	Boundaries		States
4184674	DLI	August 7,	United
		2012	States

RECORDED: 07/28/2017