

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAVINEL SAS		02/13/2018	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Name:	sgsco France Holdings SAS		
Street Address:	102, Avenue des Champs Elysees		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4890025	DIADEIS	
Registration Number:	4890024	DIADEIS	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	04972.0098US01		
NAME OF SUBMITTER:	Scott W. Johnston		
SIGNATURE:	/SWJ/		
DATE SIGNED:	04/12/2018		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of 13 February, 2018, is entered into by and between Vavinel, a French société par actions simplifiée (the "Assignor") and sgsc France Holdings SAS (the "Assignee"). Capitalized terms not defined in this Assignment have the meanings set forth in the Shares Purchase Agreement, dated as of 10 January, 2018 (the "Purchase Agreement"), between Assignor and Southern Graphics Inc. ("Purchaser").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names"), and collectively with the Assigned Trademarks, the "Assigned Intellectual Property";

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and deliver to the Purchaser (or the Purchaser Nominee), and Purchaser has agreed to purchase (or procure the purchase) from the Seller, (i) all right, title and interest in and to all the T/S Shares, free and clear of all Encumbrances (which shall constitute 100% of the outstanding issued and to be issued Equity Securities of the Transferred Subsidiaries) and (ii) all rights, title and interest in and, free and clear of all Encumbrances, the Aggregate Seller Loan (the "Acquisition"); and

WHEREAS, in connection with the Acquisition Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Trademarks.

2. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Domain Names.

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3. Recordation.

a. Authorization. Assignor hereby authorizes that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignee shall, at its own expense, take any and all necessary actions to proceed with such recordation with the competent local authorities, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignee shall, at its own expense, take any and all necessary actions to transfer ownership of and administrative contact for all of the Assigned Domain Names in the name of Assignee, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense the Assignor will cooperate with Assignee to complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment and reasonably cooperate with Assignee for the purpose of any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

4. Price. This Assignment is made as a counterpart of the payment by Assignee to Assignor of a global lump-sum of EUR 50,000 (fifty thousand Euros) corresponding to the net asset value of the Assigned Trademarks in the Assignor's books, such price being deductible from the T/S Purchase Price.

5. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any party without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations hereunder, in whole or in part without obtaining the consent of the Assignor. Any purported assignment not permitted under this Section 6 is void.

6. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Further Assurances. If any further action is necessary or desirable to fully effect the transactions contemplated by this Assignment, each of the parties hereto shall take any action (including the execution and delivery of any instruments and documents) as any other party reasonably may request. Any costs related to such actions shall be borne, in any case, exclusively by Assignee. .

8. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.


9. Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

VAVINEL

By: 
Name: MORISSEAU
Title: PRESIDENT

ASSIGNEE:

SGSCO FRANCE HOLDINGS SAS

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

VAVINEL

By: _____
Name:
Title:

ASSIGNEE:

SGSCO FRANCE HOLDINGS SAS

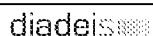

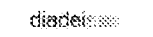
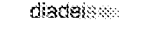
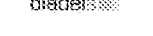
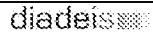
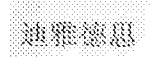
By: _____
Name: *Ricardo Jones*
Title: *Directeur Général*

SCHEDULE A

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Trademarks

Citation	Jurisdiction	Status	App. Date	App. No.	Reg. Date	Reg. No.
 DIADEIS	US	Registered USPTO Status: Registered USPTO Status Date: 19-JAN-2016	App 04-FEB-2014	App 86183477	Reg 19-JAN-2016	Reg 4890025
DIADEIS DIADEIS	US	Registered USPTO Status: Registered USPTO Status Date: 19-JAN-2016	App 31-JAN-2014	App 86180957	Reg 19-JAN-2016	Reg 4890024
 DIADEIS	Brazil	REGISTRAT ION (REGISTERE D)	App 24-JUL-2015	App 909730334	Reg 24-OCT-2017	Reg 909730334
 DIADEIS	Brazil	REGISTRAT ION (REGISTERE D)	App 24-JUL-2015	App 909730431	Reg 24-OCT-2017	Reg 909730431
 DIADEIS	Brazil	REGISTRAT ION (REGISTERE D)	App 24-JUL-2015	App 909730490	Reg 24-OCT-2017	Reg 909730490
 DIADEIS	Brazil	REGISTRAT ION (REGISTERE D)	App 24-JUL-2015	App 909730555	Reg 24-OCT-2017	Reg 909730555
diadeis	France	APPLICATI ON (PENDING)	App 25-SEP-2017	App D 17 4391001		
 DIADEIS	France	APPLICATI ON (PENDING)	App 25-SEP-2017	App D 17 4391020		
 di ya de si	China	REGISTRAT ION (REGISTERE D)	App 16-DEC-2013	App 13734489	Reg 21-APR-2015	Reg 13734489

迪雅德思 di ya de si	China	REGISTRAT ION (REGISTERE D)	App 16-DEC- 2013	App 13734491	Reg 21- APR-2015	Reg 13734491
迪雅德思 di ya de si	China	REGISTRAT ION (REGISTERE D)	App 16-DEC- 2013	App 13734492	Reg 21- FEB-2015	Reg 13734492
迪雅德思 di ya de si	China	REGISTRAT ION (REGISTERE D)	App 16-DEC- 2013	App 13734490	Reg 21- APR-2015	Reg 13734490
diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722984	Reg 14- JAN-2016	Reg 13722984
diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722982	Reg 14- MAR-2015	Reg 13722982
Diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722986	Reg 14- MAR-2015	Reg 13722986
diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722981	Reg 14- MAR-2015	Reg 13722981
Diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722985	Reg 14- MAR-2015	Reg 13722985
diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722983	Reg 14- MAR-2015	Reg 13722983
Diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722988	Reg 21- APR-2015	Reg 13722988
Diadeis DIADEIS	China	REGISTRAT ION (REGISTERE D)	App 13-DEC- 2013	App 13722987	Reg 14- MAR-2015	Reg 13722987

SCHEDULE B

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Domain Names

DOMAINS	EXTENSION	COUNTRY	REGISTRAR	HANDLE BY	REGISTRANT
diadeis-ic.lu	.lu	Luxembourg	EuroDNS	Paris	DIADEIS
diadeis.agency	.agency	International	OVH	Paris	DIADEIS
diadeis.co.za	.co.za	South Africa	EuroDNS	Paris	DIADEIS
diadeis.com.cn	.com.cn	China	EuroDNS	Paris	DIADEIS
diadeis.de	.de	Germany	EuroDNS	Paris	DIADEIS
diadeis.ph	.ph	Philippines	EuroDNS	Paris	DIADEIS
diadeis.sg	.sg	Singapore	EuroDNS	Paris	DIADEIS
diadeis.us	.us	USA	OVH	Paris	DIADEIS
diadeis.us.com	.us.com	USA	EuroDNS	Paris	DIADEIS
graphotec.com	.com	International	SPIE	Paris	DIADEIS
diadeis.mu	.mu	Mauritius	OVH	Mauritius	Diadeis (Maurice) Ltee
advertisingcollaborativetools.com	.com	International	OVH	Paris	DIADEIS MK
diadeis-ic.de	.de	Germany	1&1	Paris	DIADEIS MK
diadeis.ch	.ch	Switzerland	OVH	Paris	DIADEIS MK
diadeis.cn	.cn	China	OVH	Paris	DIADEIS MK
diadeis.company	.company	International	OVH	Paris	DIADEIS MK
diadeis.email	.email	International	OVH	Paris	DIADEIS MK
diadeis.graphics	.graphics	International	OVH	Paris	DIADEIS MK
diadeis.hk	.hk	Hong Kong	OVH	Paris	DIADEIS MK
diadeis.in	.in	India	OVH	Paris	DIADEIS MK
diadeis.it	.it	Italy	OVH	Paris	DIADEIS MK
diadeis.lu	.lu	Luxembourg	OVH	Paris	DIADEIS MK
diadeis.solutions	.solutions	International	OVH	Paris	DIADEIS MK
diadeis.systems	.systems	International	OVH	Paris	DIADEIS MK
diadeis.technology	.technology	International	OVH	Paris	DIADEIS MK
noelink.fr	.fr	France	SPIE	Paris	DIADEIS MK
p-reference.fr	.fr	France	SPIE	Paris	DIADEIS PR
diadeis.ru	.ru	Russia	EuroDNS	Paris	DIADEIS SAS
diadeis.nyc	.nyc	USA	Network Solution	NYC	Graphic Systems Group, LLC
bridgelabeling.com	.com	USA	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
diadeisnyc.com	.com	International	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
graphicsys.com	.com	International	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
gsgdesign.com	.com	International	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
gsgnyc.com	.com	International	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
pack2017.com	.com	USA	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
packconference.com	.com	USA	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
ready366.com	.com	USA	Network Solution	NYC	DIADEIS USA through PERFECT PRIVACY, LLC
diadeis-ic.com	.com	International	1&1	Paris	VAVINEL
diadeis-ic.eu	.eu	International	1&1	Paris	VAVINEL
diadeis-ic.fr	.fr	France	1&1	Paris	VAVINEL
diadeis.biz	.biz	International	1&1	Paris	VAVINEL
diadeis.com	.com	International	1&1	Paris	VAVINEL
diadeis.es	.es	Spain	OVH	Paris	VAVINEL
diadeis.eu	.eu	International	1&1	Paris	VAVINEL
diadeis.fr	.fr	France	1&1	Paris	VAVINEL
diadeis.info	.info	International	1&1	Paris	VAVINEL
diadeis.jp	.jp	Japan	EuroDNS	Paris	VAVINEL
diadeis.net	.net	International	1&1	Paris	VAVINEL
diadeis.nl	.nl	Netherlands	OVH	Paris	VAVINEL
diadeis.org	.org	International	1&1	Paris	VAVINEL
diadeis.pl	.pl	Poland	OVH	Paris	VAVINEL
diadeis.se	.se	Sweden	OVH	Paris	VAVINEL
pack-flow.com	.com	International	1&1	Paris	VAVINEL
pack-flow.eu	.eu	International	1&1	Paris	VAVINEL
pack-flow.fr	.fr	France	1&1	Paris	VAVINEL
packflow.eu	.eu	International	1&1	Paris	VAVINEL
packflow.fr	.fr	France	1&1	Paris	VAVINEL
xdbord.com	.com	International	1&1	Paris	VAVINEL
xdbord.fr	.fr	France	1&1	Paris	VAVINEL