

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DocuSafe, LLC		12/02/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	InfoStore Records Management, LLC		
Street Address:	374 Starke Road		
Internal Address:	c/o Two-Twenty Records Management LLC		
City:	Carlstadt		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1637856	DOCUSAFE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	c/o Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	25432.17		
NAME OF SUBMITTER:	Matthew Hintz		
SIGNATURE:	/Matthew Hintz/		
DATE SIGNED:	12/05/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of December 2, 2019 (the "Effective Date") by DocuSafe, LLC, a New Jersey limited liability company (the "Assignor"), for the benefit of InfoStore Records Management, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, and the Members (as defined in the Agreement) of Seller have entered into that certain Asset Purchase Agreement dated as of December 2, 2019 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those Trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

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

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

DOCUSAFE, LLC


By: 
Name: Theodore W. Froehlich
Title: Chief Executive Officer

Address:

Docusafe, LLC
3 Applegate Drive South
Robbinsville, NJ 08691
Attention: Ted Froehlich

STATE OF NJ, COUNTY OF Merger

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by Theodore W. Froehlich, the CEO of Docusafe, LLC, a NJ LLC, on behalf of said company. He/she is personally known to me, ~~or~~ produced as identification.



Notary Public
Gastano C. Lauriano
Attorney@Law State of NJ
Typed, printed or stamped name of Notary Public

My Commission Expires:

AGREED AND ACCEPTED:

INFOSTORE RECORDS MANAGEMENT, LLC

By: 

Name: Douglas L. Mann

Title: Chief Executive Officer

Address:

InfoStore Records Management, LLC
c/o Two-Twenty Records Management LLC
374 Starke Road
Carlstadt, NJ 07072
Attention: Chief Executive Officer

SCHEDULE A

Marks

Jurisdiction	Mark	Status	Registration No. (Application Serial No.)	Filing Date	Registration Date
U.S.A.	DOCCUSAFE	Registered	1637856	Mar. 28, 1990	Mar. 12, 1991