

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personify, Inc.		05/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hongfujin Precision Industry (Wuhan) Co. Ltd.		
Street Address:	8801 Fallbrook Drive		
Internal Address:	c/o Liting Cai		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	company: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4475992	PERSONIFY	
CORRESPONDENCE DATA			
Fax Number:	3129206596		
<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:	312-750-8937		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Christopher J. Verstrate		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Christopher J. Verstrate		
SIGNATURE:	/cjh/		
DATE SIGNED:	12/26/2019		
Total Attachments: 5			
source=Active_125121388_2_Personify_Trademark Assignment Executed.PDF#page1.tif			
source=Active_125121388_2_Personify_Trademark Assignment Executed.PDF#page2.tif			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Assignment") made effective May 22, 2019 (the "Effective Date"), is by and between Personify, Inc., a Delaware corporation ("Assignor"), with its registered office located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, and Hongfujin Precision Industry (Wuhan) Co. Ltd. ("Assignee"), a company organized under the laws of the People's Republic of China. Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor owns the entire rights, title and interest in and to certain trademarks and trademark registrations (hereinafter referred to collectively as "Trademarks"), including those trademarks and trademark registrations listed on the attached Schedule 1;

WHEREAS, in connection with that certain Stock and Asset Purchase Agreement dated as of the date hereof between Assignor and Assignee, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks; and

WHEREAS, Assignee desires to obtain the entire right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks, all on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to said Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, any and all common law rights of Assignor to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2. Further Assurances. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

3. This Assignment is subject to the terms and conditions of the Purchase Agreement, and this Assignment will not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Purchase Agreement, all of which obligations will survive the delivery of this Assignment in accordance with the terms of the Purchase Agreement.

EXECUTION VERSION

4. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Personify, Inc.

By: Sanjay Patel

Title: CEO and President

BUYER:

Hongfujin Precision Industry (Wuhan) Co. Ltd.

By: Chen

Title: Vice President SSBU

EXECUTION VERSION

SCHEDULE 1

See Attached.

EXECUTION VERSION

Trademark	Serial No. Registration No.	Goods and Services	Registration Date
PERSONIFY	85760985 4475992	<p>IC 009. US 021 023 026 036 038. G & S: Computer software systems for controlling multimedia applications by detecting user gestures using electronic sensor devices, cameras, and projectors; Computer software for videoconferencing and telepresence conferencing by integrating live video with electronic multimedia presentations;</p> <p>Computer software for creating video presentations, multimedia presentations, and electronic instructional materials that may be downloaded from a global computer network;</p> <p>Computer software to enhance the audio-visual capabilities of multimedia applications, namely, for the integration of text, audio, graphics, still images and moving pictures; Downloadable software for algorithmically extracting video data from a video stream using electronic sensor devices, cameras, and projectors and overlaying video data in real time with text, audio, graphics, still images and moving pictures. FIRST USE: 20121116. FIRST USE IN COMMERCE: 20121116</p> <p>IC 038. US 100 101 104. G & S: Telepresence conferencing services; Video conferencing services; Web conferencing services. FIRST USE: 20121116. FIRST USE IN COMMERCE: 20121116</p> <p>IC 042. US 100 101. G & S: Providing a web hosting platform for recording, uploading, streaming, and downloading video communication and video presentations. FIRST USE: 20121116. FIRST USE IN COMMERCE: 20121116</p>	January 28, 2014