

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572640

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Southern Graphics, Inc. | | 04/20/2020 | Corporation: KENTUCKY |
| RECEIVING PARTY DATA | | | |
| Name: | SGS International, LLC | | |
| Street Address: | 626 West Main Street | | |
| Internal Address: | Suite 500 | | |
| City: | Louisville | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40202 | | |
| Entity Type: | Limited Liability Company: KENTUCKY | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3761957 | KWIKEE | |
| Registration Number: | 895218 | KWIKEE | |
| Registration Number: | 2731474 | MULTIAD | |
| Registration Number: | 2777370 | MULTIAD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2128598000 | | |
| Email: | teas@friedfrank.com | | |
| Correspondent Name: | Kimberly Barr c/o Fried Frank et al | | |
| Address Line 1: | One New York Plaza | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| ATTORNEY DOCKET NUMBER: | 034041-00012 | | |
| NAME OF SUBMITTER: | Kimberly Barr | | |
| SIGNATURE: | /Kimberly Barr/ | | |
| DATE SIGNED: | 04/20/2020 | | |

CH \$115.00 3761957

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of April 20, 2020 (the “Effective Date”), is entered into by Southern Graphics, Inc. (“Assignor”) and SGS International, LLC (“Assignee”).

WHEREAS, 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 (i) those certain trademark registrations and applications identified on Schedule A attached hereto (“Assigned Trademarks”); (ii) those certain internet domain name registrations identified on Schedule B attached hereto (“Assigned Domain Names”); and (iii) those certain copyright registrations identified on Schedule C attached hereto (“Assigned Copyrights”).

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby assigns and transfers 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 with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to the Assigned Trademarks.

2. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby assigns and transfers 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 with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all governmental authorities and Registering Authorities (as defined below) with respect to such Assigned Domain Names.

3. Conveyance and Acceptance of Assigned Copyrights. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all government authorities with respect to such Assigned Copyrights.

4. Recordation and Authorization.

a. Assignor hereby authorizes and requests that the Commissioner for Trademarks and the Register of Copyrights, and any other governmental authorities as necessary, record this Assignment. Assignor shall take any and all reasonable actions, 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, Assigned Domain Names, and Assigned Copyrights.

- b. Assignor hereby acknowledges 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.
- c. Without limiting Section 4(b), at Assignee's request, Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) take reasonable actions and execute and deliver documents that Assignee may request to effect the terms of this Assignment and to assist Assignee in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Assignee's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Assignee.

5. Governing Law. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of New York, without giving effect to any principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

6. Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to, this Agreement shall be brought exclusively in the courts of the State of New York located in New York county, the courts of the United States of America for the Southern District of New York, and appellate courts thereof and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding that is brought in any such court has been brought in an inconvenient forum.

7. Waiver of Jury Trial. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY HERETO, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8. No Representations or Warranties. Each party understands and agrees that neither party is implicitly or explicitly providing any representation or warranty to any other party hereunder, it being agreed and understood that all assignments and transfers hereunder are "as is, where is".

9. Amendment; Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding on the parties hereto unless the same shall be in writing and duly executed by such parties, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the parties entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Headings. Section headings contained herein are for convenience of reference only and shall in no way affect the meaning or interpretation of the terms and provisions hereof.

12. Counterparts. This Assignment may be executed in any number of counterparts (including by facsimile or .pdf), each of which shall be considered an original and all of which taken together constitute one and the same instrument.

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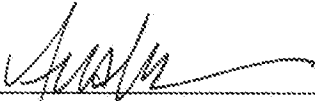
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

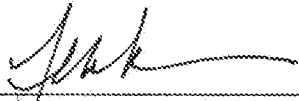
ASSIGNOR:

ASSIGNEE:

SOUTHERN GRAPHICS, INC.

SGS INTERNATIONAL, LLC

By 

By 

Name: JUSTIN SCHALLER

Name: JUSTIN SCHALLER

Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

Title: VICE PRESIDENT, ~~GENERAL COUNSEL~~ AND SECRETARY

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006919 FRAME: 0006

**SCHEDULE A
ASSIGNED TRADEMARKS**

| Mark | Jurisdiction | Application Date | Application Number | Registration Date | Registration Number |
|-------------|---------------------|-------------------------|---------------------------|--------------------------|----------------------------|
| KWIKEE | US | App 14-JAN-2009 | App 76695308 | Reg 23-MAR-2010 | Reg 3761957 |
| KWIKEE | US | App 24-JUN-1968 | App 72301239 | Reg 21-JUL-1970 | Reg 0895218 |
| MULTIAD | US | App 20-FEB-2002 | App 76372417 | Reg 01-JUL-2003 | Reg 2731474 |
| MULTIAD | US | App 20-FEB-2002 | App 76372423 | Reg 28-OCT-2003 | Reg 2777370 |
| KWIKEE | US State – Ohio | -- | -- | 30-JUN-2016 | 3918472 |
| KWIKEE | US State – Ohio | -- | -- | 08-APR-2016 | 3888495 |

**SCHEDULE B
ASSIGNED DOMAIN NAMES**

None.

**SCHEDULE C
ASSIGNED COPYRIGHTS**

| Title | Registration No. | Registration Date |
|---|-------------------------|--------------------------|
| Group Registration of an Automated Database titled "Kwikee," published April 1, 2016 to June 30, 2016. | VA002032778 | 8/1/2016 |
| Group Registration of an Automated Database titled "Kwikee," published January 1, 2016 to March 31, 2016. | VA002051198 | 4/26/2016 |
| Group Registration of an Automated Database titled "Kwikee," published July 1, 2015 to September 30, 2015 | VA002051179 | 4/26/2016 |
| Group Registration of an Automated Database titled "Kwikee," published October 1, 2015 to December 31, 2015 | VA002051184 | 4/26/2016 |
| Kwikee auto aftermarket system 1999 annual | TX0004981312 | 5/14/1999 |
| Kwikee systems image & data network shelf management content (14 disks) | TX0004931746 | 5/17/1999 |
| Kwikee systems image & data network, master index, 4-color images, black & white images | TX0004903803 | 5/18/1999 |
| Kwikee systems image & data network PC compatible CD-rom library (34 disks) | TX0004974673 | 5/18/1999 |
| Kwikee image & data network on line presentation images (3 disks) | TX0004981290 | 5/18/1999 |
| Kwikee systems image & data network CD-Rom Library's (57 disks) | TX0005356519 | 1/26/2001 |
| Kwikee systems image & data network shelf management CD-Rom library (13 disks) | TX0005356518 | 1/26/2001 |
| 2000 Kwikee auto advertising system volume 4 | TX0005343893 | 1/26/2001 |
| 2000 Kwikee auto advertising system CD and CD pictorial index volume 3 | TX0005317185 | 1/26/2001 |
| 2000 Kwikee auto advertising system CD and CD pictorial index volume 4 | TX0005317188 | 2/5/2001 |
| Kwikee systems image & data network, black & white images printed reference materials | TX0005354521 | 1/26/2001 |
| Kwikee systems image & data network, 4-color images printed reference materials | TX0005222967 | 1/26/2001 |
| Kwikee auto aftermarket system 2000 annual | TX0005309852 | 1/30/2001 |
| Kwikee image & data network on line presentation images (3 disks) | TX0005409090 | 1/30/2001 |
| Kwikee systems image & data network advertising CD-ROM library | TX0005446869 | 12/14/2001 |
| Kwikee systems image & data network, black & white images printed reference materials | TX0005456482 | 12/14/2001 |
| Kwikee systems image & data network, 4-color images printed reference materials | TX0005464209 | 12/13/2001 |
| Kwikee systems image & data online/ presentation library | TX0005436425 | 12/14/2001 |
| Kwikee systems image & data network shelf management CD-ROM library (13 disks) | TX0005436628 | 12/14/2001 |
| Kwikee systems 2003 volume I color reference | VA0001244638 | 1/30/2004 |
| Kwikee systems 2003 volume II color and black and white reference | VA0001220091 | 2/18/2004 |
| Kwikee systems 2003 volume III color and black and white reference | VA0001232804 | 1/30/2004 |
| Kwikee systems 2003 volume IV color and black and white reference | VA0001232805 | 1/30/2004 |
| Kwikee systems 2002 automated database | TX0005830253 | 4/12/2002 |
| Kwikee systems 2004 volume I color reference | VA0001249356 | 4/16/2004 |
| Kwikee systems 2005 pictorial black & white reference book | VA0001315120 | 4/20/2005 |
| Kwikee systems 2005 pictorial color reference book | VA0001338008 | 4/20/2005 |

| Title | Registration No. | Registration Date |
|--|-------------------------|--------------------------|
| Kwikee systems 2006 PC CD-ROM library shelf management | VA0001392846 | 12/15/2006 |
| Kwikee systems 2006 PC CD-ROM library | VA0001388063 | 12/15/2006 |
| Kwikee systems 2006 pictorial black & white reference book | VA0001392469 | 12/15/2006 |
| Kwikee systems 2006 pictorial color reference book | VA0001395988 | 12/15/2006 |
| Kwikee systems pictorial color reference book 1 of 2 March 2008 pages 1-530 | VA0001664555 | 7/3/2008 |
| Kwikee systems pictorial color reference book 2 of 2 March 2008 pages 531-1045 | VA0001726337 | 7/3/2008 |
| Kwikee systems pictorial black & white reference book March 2008 pages 1-561 | VA0001726342 | 7/3/2008 |
| Kwikee systems high-resolution images 2008 | VA0001712157 | 7/7/2008 |
| KwikQuery database & search tool, volume 4 | TX0007542340 | 6/27/2012 |
| Kwikee high-resolution color images 2012, volume 14 | VA0001833756 | 6/27/2012 |
| Kwikee high-resolution black & white images 2012, volume 8 | VA0001833835 | 6/27/2012 |
| Kwikee high-resolution color images 2012, volume 15 | VA0001833836 | 6/27/2012 |
| Kwikee high-resolution black & white images 2012, volume 9 | VA0001833838 | 6/27/2012 |
| Kwikee high resolution color images 2012, volume 17 | TX0007620845 | 10/9/2012 |
| Kwikee KwikQuery database & search tool, volume | TX0007603486 | 10/4/2012 |
| Kwikee high resolution black & white images 2012, volume 10 | TX0007603479 | 10/4/2012 |
| KwikQuery database & search tool, volume 2 | TX0007600858 | 10/26/2012 |
| 2000 KWIKEE auto advertising system GM | TX0005337406 | 2/13/2001 |
| 2000 KWIKEE auto advertising system CD and CD pictorial volume 2 | TX0005317189 | 2/5/2011 |
| 2000 KWIKEE auto advertising system volume 3 | TX0005337405 | 2/13/2001 |
| 2000 KWIKEE auto advertising system CD and CD pictorial index GM | TX0005317187 | 2/5/2001 |
| 2000 KWIKEE auto advertising system CD and CD pictorial index volume 1 | TX0005317186 | 2/5/2001 |
| KWIKEE auto advertising system volume 2 | TX0005337407 | 2/13/2001 |
| 2000 KWIKEE auto advertising system CD and CD pictorial index volume 3 | TX0005408183 | 8/5/2001 |
| 2001 KWIKEE auto advertising system CD and CD pictorial index volume 2 | TX0005408181 | 4/3/2001 |
| 2001 KWIKEE auto advertising system CD and CD pictorial index volume 1 | TX0005460716 | 4/6/2001 |
| 2000 KWIKEE auto advertising system volume 1 | TX0005431414 | 2/13/2001 |
| DVD High-Resolution Index, Volume 212 | TX7574027 | 6/7/2012 |