# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4659749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date	
COLOR COMMUNICATIONS, INC.	10/18/2017	

## **RECEIVING PARTY DATA**

Name:	CMCOLOR, LLC
Street Address:	4000 WEST FILLMORE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60624

## **PROPERTY NUMBERS Total: 27**

Property Type	Number
Patent Number:	RE44113
Patent Number:	9393823
Patent Number:	9767716
Patent Number:	9754516
Patent Number:	4061521
Patent Number:	4104809
Patent Number:	4457718
Patent Number:	4661182
Patent Number:	4379696
Patent Number:	5313884
Patent Number:	5370024
Patent Number:	5662594
Patent Number:	6086694
Patent Number:	6030481
Patent Number:	6416612
Patent Number:	6330342
Patent Number:	7017640
Patent Number:	7005171
Patent Number:	7007601
Patent Number:	7718020

PATENT REEL: 043959 FRAME: 0709

504613036

Property Type	Number
Patent Number:	8608892
Patent Number:	8007621
Patent Number:	7934529
Application Number:	11128998
Application Number:	11328284
Application Number:	11328277
Application Number:	11337710

#### CORRESPONDENCE DATA

**Fax Number:** (414)298-8097

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.

Email: ipadmin@reinhartlaw.com
Correspondent Name: CATHERINE N. WITCZAK

Address Line 1: 1000 NORTH WATER STREET

Address Line 2: SUITE 1700

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	020864-0011
NAME OF SUBMITTER:	CATHERINE WITCZAK
SIGNATURE:	/Catherine Witczak/
DATE SIGNED:	10/26/2017

#### **Total Attachments: 7**

source=Executed - CCI - Patent Assignment Agreement#page1.tif source=Executed - CCI - Patent Assignment Agreement#page2.tif source=Executed - CCI - Patent Assignment Agreement#page3.tif source=Executed - CCI - Patent Assignment Agreement#page4.tif source=Executed - CCI - Patent Assignment Agreement#page5.tif source=Executed - CCI - Patent Assignment Agreement#page6.tif source=Executed - CCI - Patent Assignment Agreement#page7.tif

#### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is made and entered into as of October 18, 2017, by and between COLOR COMMUNICATIONS, INC., an Illinois corporation ("<u>Assignor</u>"), and CMCOLOR, LLC, a Delaware limited liability company ("<u>Assignee</u>").

#### **RECITALS**

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to purchase certain assets of Assignor, including the Assigned Patents (as defined below).
  - B. Assignor is the owner of the Assigned Patents listed in Exhibit A.
- C. Assignor and Assignee desire, by execution of this Agreement, to confirm the assignment of all rights, title and interest in and to the Assigned Patents to Assignee.

#### **AGREEMENTS**

For valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- 1. <u>Definition of Assigned Patents</u>. The term "<u>Assigned Patents</u>" means the patents listed in <u>Exhibit A</u>, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof; and (d) any derivative patent that may issue therefrom (whether known or unknown).
- 2. <u>Assignment of the Assigned Patents</u>. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all rights, title and interest in and to the Assigned Patents.
- 3. <u>Further Assurances</u>. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Agreement and shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments or other documentation) as may be reasonably required in the implementation of this Agreement; provided, however, that Assignor is not required to incur any costs in connection therewith. This Agreement is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature, subject to Permitted Encumbrances (as defined in the Purchase Agreement).
- 4. <u>Incorporation of Representations, Covenants and Warranties</u>. Notwithstanding anything in this Agreement to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Purchase Agreement are

incorporated herein by reference. Assignor makes no representation or warranty with respect to the Assigned Patents being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Agreement as provided in the Purchase Agreement, subject to the limitations provided therein.

- 5. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state.
- 6. <u>Electronic Signature; Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy of this Agreement transmitted via facsimile or email (e.g., pdf or tif file) bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature as originally written of such party.

[Signature page follows.]

37207189

The parties have caused this Patent Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:
COLOR COMMUNICATIONS, INC.

By:
Name:
Title:

ASSIGNEE:
CMCOLOR, LLC

By:\_\_\_\_

Name: Title: The parties have caused this Patent Assignment Agreement to be executed as of the date first written above.

<u>A</u> !	SSIGN	<u>OR</u> :			
C	)LOR	COMM	UNICA	TION	S, INC.
.275	.e				
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	tle:				
$\Delta$	SSIGN	<u>EE</u> :			

CMCOLOR, LLC

Name: Michael Felvey
Title: President

# EXHIBIT A

# Assigned Patents

See attached.

## Color Communications, Inc.

# **Summary of Patents**

303-51795

303-51795

303-55783

303-56205

303-56222

303-56395

Case Number

Mexico

France

Country

United States of America

United States of America

United States of America

United States of America

Summary of Patents							
Case Number	Country	Publication No.	Publication Date	Patent No.	Patent Date	Status	
303-101328	United States of America			RE44,113	4/2/2013	Granted	
303-101433	United States of America					Expired	
303-131406	United States of America	US-2014-0045149-A1	2/13/2014	9,393,823	7/19/2016	Granted	
303-131626	United States of America					Expired	
303-135073	Canada	2886346	9/28/2015			Published	
303-135073	United States of America	US-2015-0279249-A1	10/1/2015	9,767,716	9/19/2017	Granted	
303-137810	United States of America					Pending	
303-138890	United States of America	US-2016-0275827-A1	9/22/2016	9,754,516	9/5/2017	Granted	
303-139088	United States of America					Pending	
303-34640	Italy			1079780	5/13/1985	Abandoned	
303-34640	United States of America			4,061,521	12/6/1977	Expired	
303-34640	Mexico			145253	1/15/1982	Abandoned	
303-34640	Japan			1336375	9/11/1986	Abandoned	
303-34640	United Kingdom			1551505	10/31/1979	Abandoned	
303-34640	Australia			513602	5/7/1981	Abandoned	
303-34640	European Patent Convention					Abandoned	
303-34640	Germany			2732352	6/9/1982	Abandoned	
303-34640	Norway			148484	10/19/1983	Abandoned	
303-35386	United States of America			4,104,809	8/8/1978	Expired	
303-39837	United States of America					Abandoned	
303-41985	Japan			1849847	6/21/1994	Abandoned	
303-41985	Italy			1171889	6/10/1987	Abandoned	
303-41985	United States of America			4,457,718	7/3/1984	Expired	
303-41985	Germany			3345031	11/4/1993	Abandoned	
303-41985	European Patent Convention					Unfiled	
303-41985	Mexico			167692		Abandoned	
303-44547	United States of America			4,661,182	4/28/1987	Expired	
303-44548	United States of America					Abandoned	
303-44549	United States of America					Abandoned	
303-44883	United States of America					Abandoned	
303-45025	United States of America					Abandoned	
303-48632	United States of America			4,379,696	4/12/1983	Expired	
303-48951	Canada	2097980	12/17/1993			Abandoned	
303-48951	United States of America					Abandoned	
303-48951	European Patent Convention			0577289	4/16/1997	Abandoned	
303-48951	United Kingdom	0577289	1/5/1994	0577289	4/16/1997	Abandoned	
303-51795	Canada					Abandoned	
303-51795	Germany			69321433.3	10/7/1998	Abandoned	
303-51795	European Patent Convention			0593708	10/7/1998	Abandoned	
303-51795	Patent Cooperation Treaty					Abandoned	
303-51795	United Kingdom			0593708	10/7/1998	Abandoned	
303-51795	United States of America			5,313,884	5/24/1994	Transferred	
303-51795	Japan					Abandoned	
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**Publication Date** 

5,370,024

Patent No.

10/23/1996

10/7/1998

12/6/1994

Patent Date

Abandoned

Abandoned

Abandoned

Abandoned

Status

Expired

Expired

Publication No.

303-59138	United States of America			6,086,694	7/11/2000	Abandoned
303-59138	Australia			735315	10/18/2001	Abandoned
303-59138	European Patent Convention	0868998A3	1/3/2001			Abandoned
303-59138	Mexico	9802525	5/31/1999	205,285	11/23/2001	Abandoned
303-59138	Canada					Abandoned
303-59138	New Zealand			330088	12/16/1998	Abandoned
303-62532	United States of America			6,030,481	2/29/2000	Abandoned
303-65353	United States of America			6,416,612	7/9/2002	Granted
303-65354	United States of America			6,330,342	12/11/2001	Abandoned
303-65456	United States of America					Expired
303-668074	United States of America					Abandoned
303-72967	United States of America	0129893	9/19/2002	7,017,640	3/28/2006	Abandoned
303-74240	United States of America	0072907-A1	4/17/2003	7005171	2/28/2006	Inactive
303-78595	United States of America					Expired
303-82828	United States of America	US-2004-0237811-A1	12/2/2004	7,007,601	3/7/2006	Granted
303-82828	Australia					Abandoned
303-82828	Canada	2468002	11/29/2004	2,468,002	9/25/2012	Granted
303-82828	European Patent Convention	1481815A1	12/1/2004			Abandoned
303-83776	Germany			20 2006 013 884.6	4/19/2007	Granted
303-83776	Germany		3/15/2007			Abandoned
303-83776	Canada	2558947	3/12/2007	2,558,947	9/2/2014	Granted
303-83776	Australia					Abandoned
303-83776	United Kingdom	GB2430192	3/21/2007	GB2430192	1/20/2010	Abandoned
303-83776	United States of America	US-2007-0056675-A1	3/15/2007	7,718,020	5/18/2010	Granted
303-83984	United States of America	US-2003-0072907-A1	4/17/2003	7,005,171	2/28/2006	Granted
303-85004	Germany		11/23/2006			Abandoned
303-85004	United Kingdom	GB2426078	11/15/2006	GB2426078	6/17/2009	Abandoned
303-85004	Canada	2546713	11/13/2006			Abandoned
303-85004	Australia					Abandoned
303-85004	United States of America	US-2006-0257609-A1	11/16/2006			Abandoned
303-85834	United States of America					Expired
303-85974	United States of America					Expired
303-85999	Germany	102006059420	7/19/2007			Abandoned
303-85999	Germany			202006018982.3	6/6/2007	Abandoned
303-85999	Australia					Abandoned
303-85999	Canada	2570536	6/22/2007			Abandoned
303-85999	United Kingdom	GB2435445	8/29/2007	GB2435445	10/20/2010	Abandoned
303-85999	United States of America	US-2007-0144664-A1	6/28/2007	8,608,892	12/17/2013	Granted
303-87134	United States of America	US-2006-0108061-A1	5/25/2006			Abandoned
303-87292	United States of America	US-2006-00121231-A1	6/8/2006			Abandoned
303-87353	United States of America	US-2006-0117969-A1	6/8/2006			Abandoned
303-87967	United States of America					Abandoned
303-87969	Germany	10 2006 047 703	5/24/2007			Abandoned
303-87969	Germany	DE202006015461U1	4/19/2007	202006015431	3/15/2007	Granted
303-87969	Australia					Abandoned
303-87969	Canada	2563095	4/11/2007			Abandoned
303-87969	United Kingdom	GB2431137A	4/18/2007	2431137	3/16/2011	Granted
303-87969	United States of America	US-2007-0109508-A1	5/17/2007	8,007,621	8/30/2011	Granted
303-97692	United States of America	US-2010-0200165-A1	8/12/2010	7,934,529	5/3/2011	Granted

PATENT
RECORDED: 10/26/2017 REEL: 043959 FRAME: 0717