

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6947387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RGIS, LLC	05/18/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RGIS U.S. HOLDCO LLC
<b>Street Address:</b>	2000 TAYLOR ROAD
<b>City:</b>	AUBURN HILLS
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48326
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D574380
Patent Number:	8606658
Patent Number:	D824908
Patent Number:	D808391
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)641-0270
<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>	
<b>Phone:</b>	248-641-1600
<b>Email:</b>	troy@mailroom@hdp.com
<b>Correspondent Name:</b>	HARNESS, DICKEY & PIERCE, P.L.C.
<b>Address Line 1:</b>	5445 CORPORATE DRIVE
<b>Address Line 2:</b>	SUITE 200
<b>Address Line 4:</b>	TROY, MICHIGAN 48098
<b>ATTORNEY DOCKET NUMBER:</b>	8582M-500035
<b>NAME OF SUBMITTER:</b>	MICHAEL P. DOERR
<b>SIGNATURE:</b>	/ Michael P. Doerr /
<b>DATE SIGNED:</b>	10/01/2021
<b>Total Attachments: 9</b>	
source=May 18_ 2021 - IP Assignment Agreement between RGIS_ LLC and RGIS U.S. Holdco LLC#page1.tif	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of May 18, 2021 (the “Effective Date”), by and between RGIS, LLC, a Delaware limited liability company (“Assignor”) and RGIS U.S. HOLDCO LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the current owner of the Assigned IP (defined below);

WHEREAS, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee (or its designee) all of its right, title and interest in and to all of its intellectual property rights, including: (1) the issued or registered patents, patent applications and patent disclosures set forth in the attached Exhibit A (the “Patents”); (2) the names, marks, trademarks, service marks, trade names, logos, slogans, trade dress and designs set forth in the attached Exhibit B, as well as the trademark registrations therefor, in connection with the various goods and services set forth in such registrations and as used at common law, together with the goodwill of the business symbolized thereby (the “Trademarks”); (3) the internet domain names, social media accounts and URLs set forth in the attached Exhibit C (the “Domain Names”); and (4) the copyrights registrations and applications for copyright registration set forth in the attached Exhibit D (the “Copyrights” and together with the Patents, Trademarks, and Domain Names, the “Assigned IP”); and

WHEREAS, Assignee agreed to acquire the Assigned IP from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the Assigned IP, together with all of the goodwill associated therewith, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, together with the rights to (a) all income, royalties, damages or payments accruing as of and from the Effective Date with respect to the Assigned IP, including, without limitation, all damages and payments by reason of past, present or future infringement, dilution or other violations or unauthorized use of the Assigned IP, (b) all claims for and the right to bring an action at law or equity for the infringement, dilution or other violations of the foregoing at, before or after the Effective Date, including the right to receive all proceeds and damages therefrom, and (c) obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Assigned IP. Assignor hereby authorizes and requests (i) the United States Patent and Trademark Office to record this Agreement and record Assignee as assignee and owner of the entire right, title and interest in, to and under the patents and patent applications included in the Assigned IP set forth on Exhibit A

and trademark registrations and applications included in the Assigned IP set forth on Exhibit B, (ii) the applicable domain name registrars to effectuate and record the transfer of the record owner of the domain names included in the Assigned IP set forth on Exhibit C and (iii) the United States Copyright Office to record this Agreement and record Assignee as assignee and owner of the entire right, title and interest in, to and under the copyright registrations included in the Assigned IP set forth on Exhibit D.

3. Assignor further agrees that, pursuant to Assignee's request, and without further consideration, it shall execute, deliver, acknowledge and record such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm in Assignee title to or to put Assignee in full legal possession of, or to enable Assignee to use, any of the Assigned IP.

4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

5. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

6. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of New York without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

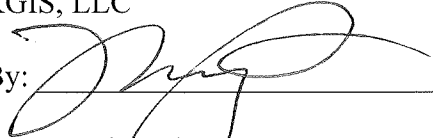
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

**As Assignor:**

RGIS, LLC

By: 

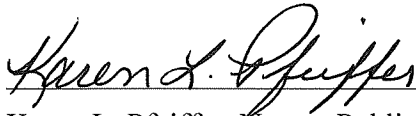
Name: Michael Pomeroy  
Title: Chief Financial Officer

STATE OF MICHIGAN )  
 ) SS.

COUNTY OF OAKLAND )

SWORN TO BEFORE ME,


This 18th day of May, 2021.



Karen L. Pfeiffer, Notary Public  
My Commission Expires: November 19, 2026

**As Assignee:**

RGIS U.S. HOLDCO LLC

By: 

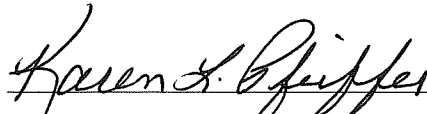
Name: Michael Pomeroy  
Title: Chief Financial Officer

STATE OF MICHIGAN )  
 ) SS.

COUNTY OF OAKLAND )

SWORN TO BEFORE ME,

This 18th day of May, 2021.



Karen L. Pfeiffer, Notary Public  
My Commission Expires: November 19, 2026

**EXHIBIT A**

**PATENTS:**

Patent	Patent Number/ Application Number	Country of Registration	Patent Grant Date	Expiration Date	Owner of Record
Hand-Held Inventory Data Collection Device	U.S. Patent No. D574,380  U.S. Application No. 29/277,093	United States	August 5, 2008	August 5, 2022	RGIS, LLC
Inventory Verification System and Method	U.S. Patent No. US 8,606,658  U.S. Application No. 12/204,435	United States	December 10, 2013	All claims canceled by Post- Grant Review Certificate dated June 23, 2007	RGIS, LLC
Inventory Verification System and Method	Canada Patent No. 2649756  Canada Application No. 2649756	Canada	March 17, 2015	January 15, 2029	RGIS, LLC
Hand-Held Inventory Data Collection Device	US Patent No. D824908  U.S. Application No. 29/543784	United States	August 7, 2018	August 7, 2033	RGIS, LLC
Scanner for Hand-Held Inventory Data Collection Device	US Patent No. D808,391  U.S. Application No. 29/543787	United States	January 23, 2018	January 23, 2033	RGIS, LLC

## EXHIBIT B

### TRADEMARKS:

Owner	Trademark	Registration No.	Country
RGIS, LLC	RGIS	3144292	United States
RGIS, LLC	RGIS	4796242	United States
RGIS, LLC	RGIS	1294347	Australia
RGIS, LLC	RGIS	827386338	Brazil
RGIS, LLC	RGIS	827386435	Brazil
RGIS, LLC	RGIS	TMA344421	Canada
RGIS, LLC	RGIS	19099408	China
RGIS, LLC	RGIS	19099407	China
RGIS, LLC	RGIS	19099406	China
RGIS, LLC	RGIS	374682	Columbia
RGIS, LLC	RGIS	384710	Columbia
RGIS, LLC	RGIS	365490	Columbia
RGIS, LLC	RGIS	0002190155	El Salvador
RGIS, LLC	RGIS	0002600190	El Salvador
RGIS, LLC	RGIS	0017000153	El Salvador
RGIS, LLC	RGIS	0021500153	El Salvador
RGIS, LLC	RGIS	012849568	European Union
RGIS, LLC	RGIS	229476	Israel
RGIS, LLC	RGIS	5951264	Japan
RGIS, LLC	RGIS	822797	New Zealand
RGIS, LLC	RGIS	18446001	Panama
RGIS, LLC	RGIS	18446101	Panama
RGIS, LLC	RGIS	18446201	Panama
RGIS, LLC	RGIS	18445901	Panama
RGIS, LLC	RGIS	691702	Switzerland
RGIS, LLC	RGIS	UK00912849568	United Kingdom
RGIS, LLC	RM-2	5256762	United States
RGIS, LLC	S Smartspace & Design	3926222	United States
RGIS, LLC	Smartspace	TMA816758	Canada
RGIS, LLC	Smartspace	3926221	United States
RGIS, LLC	Smartspace	3926220	United States
RGIS, LLC	Smartspace	TMA816756	Canada
RGIS, LLC	Smartspace	008133035	European Union
RGIS, LLC	Smartspace	UK00908133035	United Kingdom
RGIS, LLC	Smartspace Storplanner	TMA985139	Canada
RGIS, LLC	Storplanner	5047767	United States
RGIS, LLC	Storplanner	2506806	Argentina
RGIS, LLC	Storplanner	830986383	Brazil
RGIS, LLC	Storplanner	9252967	China

RGIS, LLC	Storviewer	2506807	Argentina
RGIS, LLC	Storviewer	2879997	Argentina
RGIS, LLC	Storviewer	830986367	Brazil
RGIS, LLC	S Smartspace By RGIS & Design	TMA816757	Canada
RGIS, LLC	Visualcount	TMA830880	Canada
RGIS, LLC	Storviewer	TMA856801	Canada
RGIS, LLC	Storviewer	9252966	China
RGIS, LLC	RGIS	179384	Macau
RGIS, LLC	RGIS	179385	Macau
RGIS, LLC	RGIS	179386	Macau



## EXHIBIT C

### DOMAIN NAMES:

Country	Region	Website URL
US	North America	www.rgis.com
Canada - English	North America	www.rgis.ca
Canada - French	North America	fr.rgis.ca
Mexico	LATAM	rgis.mx
Brazil	LATAM	rgis.com.br
Chile	LATAM	rgisinv.cl
Colombia	LATAM	rgis.com.co
Argentina	LATAM	rgis.com.ar
Costa Rica	LATAM	rgis.co.cr
Guatemala	LATAM	rgis.com.gt
Panama	LATAM	rgis.com.pa
Peru	LATAM	rgis.com.pe
Puerto Rico	LATAM	rgis.com.pr
El Salvador	LATAM	rgis.com.sv
Uruguay	LATAM	rgis.com.uy
Austria	Europe	rgis.at
Belgium - Dutch	Europe	rgis.be
Belgium - French	Europe	fr.rgis.be
Czech Republic	Europe	rgis.cz
France	Europe	rgis.fr
Germany	Europe	rgis.de
Hungary	Europe	rgis.hu
Ireland	Europe	rgis.ie
Israel	Europe	rgis.co.il
Italy	Europe	rgis.it
Netherlands	Europe	rgisinv.nl
Norway	Europe	rgis.no
Poland	Europe	rgis.pl
Portugal	Europe	rgis.com.pt
Romania	Europe	rgis.ro
Spain	Europe	rgis.es

Switzerland - French	Europe	fr.rgisinv.ch
Switzerland - German	Europe	rgisinv.ch
Switzerland - Italian	Europe	it.rgisinv.ch
Turkey	Europe	rgis.com.tr
UAE	Europe	rgis.ae
UK	Europe	www.rgis.co.uk

Country	Channel	Link
US	Facebook	<a href="https://www.facebook.com/RGIS.Corporate">https://www.facebook.com/RGIS.Corporate</a>
US	Instagram	<a href="https://www.instagram.com/rgis.llc/">https://www.instagram.com/rgis.llc/</a>
US	YouTube	<a href="https://www.youtube.com/c/Rgiscorporate">https://www.youtube.com/c/Rgiscorporate</a>
US	Twitter	<a href="https://twitter.com/RGIS_LLC">https://twitter.com/RGIS_LLC</a>
US	LinkedIn	<a href="https://www.linkedin.com/company/rgis">https://www.linkedin.com/company/rgis</a>
US	LinkedIn Retail	<a href="https://www.linkedin.com/showcase/rgis-retail">https://www.linkedin.com/showcase/rgis-retail</a>
US	LinkedIn Healthcare	<a href="https://www.linkedin.com/showcase/rgis-healthcare">https://www.linkedin.com/showcase/rgis-healthcare</a>

**EXHIBIT D**

**COPYRIGHTS:**

Owner	Description	Filing Date	Status	Registration No.
RGIS, LLC	Elite UPS Minidriver	December 2, 2005	Registered	TX-6-272-206
RGIS, LLC	AUDIT Download Analyzer	December 2, 2005	Registered	TX-6-272-204
RGIS, LLC	AUDIT Validation DLL	December 2, 2005	Registered	TX-6-272-430
RGIS, LLC	RADIX	December 2, 2005	Registered	TX-6-290-504
RGIS, LLC	AUDIT Download Builder	December 2, 2005	Registered	TX-6-523-683