

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7324255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEBRASKA BOOK COMPANY, INC.	05/09/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PRISMRBS LLC
<b>Street Address:</b>	4700 S. 19TH STREET
<b>City:</b>	LINCOLN
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68512
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9076169
<b>Patent Number:</b>	7958017
<b>Patent Number:</b>	8433624
<b>Patent Number:</b>	8234178
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)873-8501
<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>	404-873-8500
<b>Email:</b>	trademarks@agg.com
<b>Correspondent Name:</b>	ANUJ DESAI   ARNALL GOLDEN GREGORY LLP
<b>Address Line 1:</b>	171 17TH STREET NW, SUITE 2100
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30363
<b>ATTORNEY DOCKET NUMBER:</b>	28698.52
<b>NAME OF SUBMITTER:</b>	ANUJ DESAI
<b>SIGNATURE:</b>	/Anuj Desai/
<b>DATE SIGNED:</b>	05/11/2022
<b>Total Attachments: 5</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into on May 9, 2022 ("Effective Date"), by and between Nebraska Book Company, Inc., a Delaware corporation with a business address of 4700 S. 19<sup>th</sup> Street, Lincoln, NE 68512 ("Assignor"), and PrismRBS LLC, a Delaware limited liability company with a business address of 4700 S. 19<sup>th</sup> Street, Lincoln, NE 68512 ("Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner of those registered trademarks and patents shown on Exhibit A attached hereto (hereinafter, collectively, referred to as the "Intellectual Property"); and

**WHEREAS**, Assignor wishes to assign, and Assignee wishes to acquire, all rights, title, and interest in and to the Intellectual Property, together with the goodwill associated therewith.

### ASSIGNMENT

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

1. **Assignment**. Assignor hereby assigns to Assignee all right, title, and interest as Assignor may possess in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by said Intellectual Property, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now hereinafter in effect for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made. In addition, Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Intellectual Property, together with the right to sue for, and to collect, such damages.

2. **Further Documentation and Actions**. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Intellectual Property in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **Construction**. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives, and to be effective as of the date first above written.

**ASSIGNOR:**

NEBRASKA BOOK COMPANY, INC.

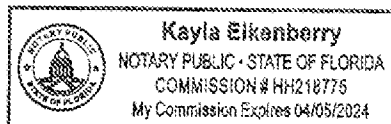
By: *Gary F. Shapiro*  
Name: Gary Shapiro  
Its: Chief Executive Officer

STATE OF Florida  
COUNTY OF Hernando

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Shapiro, whose name as CEO, Nebraska Book Company, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6 day of May, 2022.

*Kayla Eikenberry*  
Notary Public  
My Commission Expires: 4/5/2024



**ASSIGNEE:**

PRISM RBS LLC

By: *Gary F. Shapiro*  
Name: GARY SHAPIRO  
Its: CEO

STATE OF Florida  
COUNTY OF Hernando

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Shapiro, whose name as CEO, PrismRBS LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6 day of May, 2022.

*Kayla Eikenberry*  
Notary Public  
My Commission Expires: 4/5/2024



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**Exhibit A**  
**Trademarks**

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods & Services (Class)	Next Action	Next Action Due
<b>NBCPRISM</b>	75/925,321	9-Feb-2000	2,568,157	7-May-2002	Computer software to manage inventory, accounting and point of sale systems at campus bookstores (class 009)	Renewal	7-May-2022
<b>PRISM360</b>	85/900,562	10-Apr-2013	5,110,058	27-Dec-2016	Software for accounting, administration functions in the nature of bookkeeping and point of sale administration, reporting of sales, textbook buybacks, order tracking, inventory control, and management, all relating to inventory and the point of sale of goods for college stores (class 009)	Declaration of Use	27-Dec-2022
<b>WEBPRISM</b>	75/925,323	9-Feb-2000	2,817,707	24-Feb-2004	Internet web site development software (class 009)	Renewal	24-Feb-2024
<b>PRISMPOS</b>	87/856,022	29-Mar-2018	5,795,481	02-Jul-2019	Software for accounting, administration functions in the nature of bookkeeping and point of sale administration, reporting of sales, textbook buybacks, order tracking, inventory control, and management, all relating to inventory and the point of sale of goods for college stores (class 009)	Declaration of Use	02-Jul-2025

<b>PRISMCORE</b>	87/855,959	29-Mar-2018	5,814,499	23-Jul-2019	Software for accounting, administration functions in the nature of bookkeeping and point of sale administration, reporting of sales, textbook buybacks, order tracking, inventory control, and management, all relating to inventory and the point of sale of goods for college stores (class 009)	Declaration of Use	23-Jul-2025
<b>PRISMWEB</b>	88/757,007	13-Jan-20	6,117,716	04-Aug-2020	Software as a service (SAAS) services, namely, hosting software for use by others for use in retail shop and retail online store management (class 042)	Declaration of Use	04-Aug-2026
<b>WINPRISM</b>	77/358,228	21-Dec-2007	3,484,126	12-Aug-2008	Software that provides accounting functions, administration functions and management of inventory and the point of sale of goods for college bookstores (class 009)	Renewal	12-Aug-2028
<b>PRISMWEB</b> (Canadian Application)	2038312	07-Jul-2020			Software as a service (SAAS) services, namely, hosting software for use by others for use in retail shop and online store management (class 042)	Pending	
<b>ILUMIA</b>	88955075	09-Jun-2020	6647334	15-Feb-2022	Software as a service (SAAS) services featuring software for use by universities, campus book stores, publishers, point-of-sale (POS) systems and other technology platforms to manage, monitor and reconcile the selection, purchase and sale of course		

				materials to students and faculty members		
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# Patents

<u>Patent</u>	<u>Jurisdiction(s) and Office Where Registered</u>	<u>Application Number/Registration Number</u>
Digital delivery system and method	U.S. Patent Office	11/840603 Registered Patent # 9,076,169
Automatic book purchasing and consolidation method	U.S. Patent Office	12/132354 Registered Patent # 7,958,017
Mobile item- purchasing system	U.S. Patent Office	12/367837 Registered Patent # 8,433,624
Automatic Item- Purchasing and Consolidation System	U.S. Patent Office	13/103643 Registered Patent # 8,234,178