

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8049480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BANCTEC, INC.	06/06/2023
BANCTEC (CANADA), INC.	06/08/2023
BANCTEC (PUERTO RICO), INC.	06/08/2023
RECEIVING PARTY DATA	
Name:	IMAGING BUSINESS MACHINES, L.L.C.
Street Address:	2750 CRESTWOOD BLVD
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7077311
CORRESPONDENCE DATA	
Fax Number:	(215)963-5001
<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:	2159634890
Email:	katie.kinsman@morganlewis.com
Correspondent Name:	KATIE KINSMAN
Address Line 1:	MORGAN, LEWIS & BOCKIUS, LLP
Address Line 2:	1701 MARKET STREET
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	003279-01-0100
NAME OF SUBMITTER:	KATIE C. KINSMAN
SIGNATURE:	/Katie C. Kinsman/
DATE SIGNED:	07/11/2023
Total Attachments: 8	
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of June 8, 2023 by and among BancTec, Inc., a Delaware corporation (“**BancTec**”), BancTec (Canada), Inc., a corporation duly constituted pursuant to the Canada Business Corporations Act (“**BancTec Canada**”), BancTec (Puerto Rico) Inc., a Delaware corporation (“**BancTec PR**” and together with BancTec, BancTec Canada, the “**Assignors**”), and Imaging Business Machines, LLC, an Alabama limited liability company (“**Assignee**”). Assignors and Assignee are each referred to herein as a “**Party**” and collectively herein as the “**Parties**.”

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of June 8, 2023 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to, among other things, sell, assign, transfer, convey and deliver to the Assignee all of the Assignors’ right, title, and interest in, to, and under all Business Owned Intellectual Property, including without limitation the Intellectual Property listed on **Schedule A** (collectively referred to as the “**Assigned Intellectual Property**”).

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following terms shall have the meanings set forth below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Purchase Agreement.

a. “**Intellectual Property**” means, collectively, all registered and unregistered intellectual property and proprietary rights anywhere in the world, including the following and the rights therein: (a) inventions, and all improvements thereto, and patents and applications for patents and reissues, renewals, provisionals, reexaminations, divisions, continuations, continuations-in-part and extensions thereof; (b) trademarks, service marks, trade names, logos, product names, Internet domain names, all goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (c) copyrights (including copyrights in software), copyrights registrations, published and unpublished works of authorship, and applications, registrations and renewals in connection therewith; and (d) trade secrets and confidential information.

b. “**Law**” means any federal, state, county, municipal, local, foreign, international or multinational, or other governmental treaty, constitution, statute, law, ordinance, order, code, requirement, rule or regulation.

c. “**Lien**” means lien, mortgage, pledge, deed of trust, claim, security interest, assignment, deposit arrangement, encumbrance, charge, hypothecation, equitable interest, option, judgment, attachment, right of way, encroachment, easement, servitude, restriction on transfer or

voting, preference, priority, preemptive right, right of first refusal or negotiation, or other encumbrance of any kind.

d. **“Business Owned Intellectual Property”** means all Intellectual Property owned or purported to be owned by Assignors that is primarily used or held for use in the Business or with the Purchased Assets as part of the Business (other than Seller Administrative IP).

e. **“Seller Administrative IP”** means software that is either (a) owned by Sellers or (b) owned by another Person and licensed to Sellers and, in each case, utilized by Sellers for purposes other than the operation, design, and development of High Volume Scanners and Scanner Software or the direct provision of maintenance services by the Business. For the avoidance of doubt Seller Administrative IP shall include such Intellectual Property principally used for internal administrative and back-office purposes, including SAP.

f. **“Permitted Liens”** means: (i) statutory liens for Taxes not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by Sellers, in each case, for which adequate reserves have been established in accordance with the Accounting Principles; (ii) mechanics’, materialmens’, carriers’, workers’, and warehousemens’, repairers’ statutory liens arising or incurred in the Ordinary Course for amounts which are not delinquent and which are not yet due and payable (including as a result of the transactions contemplated by the Purchase Agreement and the Ancillary Documents) and which are not, individually or in the aggregate, material; (iii) zoning, entitlement, building and other land use regulations imposed by Governmental Entities having jurisdiction over the Leased Real Property; (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which are not violated by the current use and operation of the Leased Real Property and which are not material in character, amount or extent, and that do not materially detract from the value, or materially interfere with the present use, of the property subject thereto or affected thereby; (v) matters which would be disclosed in a current title search of each parcel of Leased Real Property; and (vi) liens arising under worker’s compensation, unemployment insurance, social security, retirement and similar legislation.

2. The Assignors hereby confirm that they sold, conveyed, transferred, assigned, and delivered to the Assignee, and its successors and assigns, and Assignee hereby confirms that it has purchased, acquired, and accepted from Assignors, free and clear of any Liens (other than Permitted Liens), all of Assignors’ right, title, and interest in, to, and under the Assigned Intellectual Property, including all goodwill associated therewith, all copyrights included therein, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereto, and all rights to sue and recover remedies resulting from the past and future infringement thereof, whether accruing before, on or after the date hereof.

3. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. The Assignors shall, for no additional consideration, execute and deliver any and all instruments and documents, including confirmatory assignments suitable for recording in the relevant international jurisdictions, and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid

assignment and transfer, provided that the Assignee shall be solely responsible for filing and recording such documents. Without limiting the foregoing, Assignors shall, for no additional consideration, take all steps as may be reasonably necessary to effect assignment and transfer of any domain names included in the Assigned Intellectual Property in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including (a) executing applicable domain name registrar transfer agreements or (b) arranging for the domain names to be unlocked in preparation for its transfer to Assignee, and providing Assignee with the EPP domain authorization code and any other authorization code that Assignee will need to initiate the transfer of the domain names to the Assignee.

4. For purposes of this Assignment, the word “include”, “includes”, and “including” when used in this Assignment shall be deemed to be followed by the words “without limitation”, unless otherwise specified. A reference to any Party to this Assignment or any other agreement or document shall include such Party’s predecessors, successors and permitted assigns. Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder. Except as otherwise set forth herein, all accounting terms used and not defined herein shall have the respective meanings given to them under GAAP.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

6. Each Party hereby irrevocably agrees that any action, suit or other proceeding arising out of or relating to this Assignment or any transaction contemplated hereby shall be brought in any state or federal court within the State of New York, and each Party hereby submits to the exclusive jurisdiction of such courts in any such suit, action or other proceeding. A final judgment in any such suit, action or other proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or other proceeding arising out of or relating to this Assignment in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or other proceeding brought in any such court has been brought in an inconvenient forum. Each Party further agrees that service of any process, summons, notice or document to such Party pursuant to Section 7.2 of the Purchase Agreement shall be effective service of process for any such action, suit or other proceeding.

7. If any provision of this Assignment (or portion thereof) is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other provisions of this Assignment (or the remaining portion thereof) shall nevertheless remain in full force and effect. Upon such determination that any provision of this Assignment (or portion thereof) is invalid, illegal or incapable of being enforced, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from and after the Closing Date and (d) in lieu of

such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.


8. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or E mail shall be as effective as delivery of a manually executed counterpart of the Assignment.

9. To the extent any term, condition, or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

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

ASSIGNORS:

BancTec, Inc.

By:  _____

Name: Suresh Yannamani

Title: Authorized Signatory

BancTec (Canada), Inc.

By:  _____

Name: Suresh Yannamani

Title: Authorized Signatory

BancTec (Puerto Rico) Inc.

By:  _____

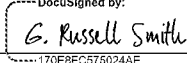
Name: Suresh Yannamani

Title: Authorized Signatory

[Signature Page to Assignment]

ASSIGNEE:

Imaging Business Machines, L.L.C.

By:  _____
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Name: G. Russell Smith

Title: Chief Financial Officer

Schedule A
Assigned Intellectual Property

Registered IP
Trademarks

Owner	Mark	Country	Application/ Registration #	Registration Date	Renewal Date
BancTec, Inc.	TURBOTIME	USA	Reg. No. 2905959	11/30/2004	11/30/2024
BancTec, Inc.	INTELLISCAN*	USA	App. No. 97803961	N/A	N/A

* An application for BancTec's trademark IntelliScan was refiled on February 21, 2023 (Serial No. 97,803,961) due to a previous cancellation. It is expected to be approved by the Trademark Office between August and October 2023.

Patents

Name	Patent No.	Owner	Filing Date	Grant Date	Expiration Date	Attorney of Record
DOCUMENT TRANSPORT CONTROL SYSTEM	7,077,311	BancTec, Inc.	10/29/2003	7/18/2006	12/24/2024	Seyfarth Shaw

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