## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Intac International, Inc.		11/16/2012	CORPORATION: MASSACHUSETTS	

## **RECEIVING PARTY DATA**

Name:	Intac International, LLC
Street Address:	170 Cambridge Street
Internal Address:	2nd Floor
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3910603	JETTRA
Registration Number:	3910602	WINTAC

### **CORRESPONDENCE DATA**

**Fax Number**: 5184877777

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 5184877643
Email: cbartini@woh.com

Correspondent Name: Colleen A. Bartini, Paralegal

Address Line 1: Whiteman Osterman & Hanna LLP

Address Line 2: One Commerce Plaza

Address Line 4: Albany, NEW YORK 12260

NAME OF SUBMITTER:	Colleen A. Bartini	
Signature:	/cab/	TRADEMARK

900239506 REEL: 004907 FRAME: 0012

OD & & E OO 3940603

Date:	11/27/2012
Total Attachments: 5 source=Trademark Assignment FINAL#pag	e2.tif e3.tif e4.tif

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of November 16, 2012, by Intac International, Inc. ("Assignor").

WHEREAS, Assignor owns the trademarks listed on <u>Schedule A</u> attached hereto (the "*Marks*") that are registered or are the subject of a pending application in the United States Patent and Trademark Office:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Daniel Restivo and Intac International, LLC, a Delaware limited liability company ("Assignee"), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

- 1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
- 2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.
- 3. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect or confirm Assignee's title in and to the Marks.
- 4. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any certificates of registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned to Assignee, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.
- 5. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.
- 6. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase

Agreement and in the event of any conflict or other inconsistency between this Trademark and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

- 7. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision.
- 8. This Trademark Assignment may be executed in counterparts (including by means of .pdf and facsimile), each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

INTAC INTERNATIONAL, INC.

By: Name: Daniel Restivo
Its: President

State of Massichusetts )

Ss

County of Norfolk )

Then personally appeared the above named Assignor and acknowledged the foregoing act to be its free act and deed, before me, this 15th of November, 2012.

Daniel Restivo, proved to me through Satisfactory evidence of Identification, which were driver's license to be the person whose name is signed on this document in my presence.

Acknowledged and accepted:

INTAC INTERNATIONAL, LLC

[Signature Page to the USPTO Trademark Assignment Agreement]

By:\_\_

Name: Frederic H. Morris

Title: Manager

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

## INTAC INTERNATIONAL, INC.

Ву:	
	Name: Daniel Restivo Its: President
State of	
Then personally appeared the above namits free act and deed, before me, this of Nove	ed Assignor and acknowledged the foregoing act to be mber, 2012.
	Notary Public
·	My commission expires:
Acknowledged and accepted:	
INTAC INTERNATIONAL, LLC	
By: If leonis	
Name: Frederic H. Morris Title: Manager	

[Signature Page to the USPTO Trademark Assignment Agreement]

# SCHEDULE A TO TRADEMARK ASSIGNMENT

Country	Mark	Reg. No.	Reg. Date	Classes	Owner
United States	Jettra	3,910,603	1/25/11	9	Intac International, Inc.
United States	Wintac	3,910,602	1/25/11	9	Intac International, Inc.

**RECORDED: 11/27/2012**