## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2013

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Genilogix LLC		102/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Avnet, Inc.	
Street Address:	2211 South 47th Street	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85034	
Entity Type:	CORPORATION: NEW YORK	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3164545	GENILOGIX
Registration Number:	3167340	GENILOGIX

## **CORRESPONDENCE DATA**

**Fax Number**: 8777697945

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

via US Mail.

Phone: 214-747-5070
Email: tmdoctc@fr.com
Correspondent Name: Jennifer Nagy
Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	14400-0599001
NAME OF SUBMITTER:	Jennifer Nagy
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Signature:	/Jennifer Nagy/
Date:	04/02/2013
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TRADEMARK REEL: 004996 FRAME: 0156

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of January 1, 2013.

WHEREAS, GENILOGIX LLC, is a Delaware limited liability company (hereinafter "Assignor"), having a place of business at 800 Waterfront Drive, Pittsburgh, Pennsylvania 15222, and AVNET, INC., a New York corporation (hereinafter "Assignee"), having a place of business at 2211 S. 47<sup>th</sup> Street, Phoenix, Arizona 85034;

WHEREAS, Assignor has adopted and is using certain trademarks for which there are registrations issued by the United States Patent and Trademark Office (the "Registered Marks"), as listed in Schedule 1 attached hereto and incorporated herein by reference;

WHEREAS, Assignor has adopted and been using the common law marks QC EAPPROVE, QC MOBILE, QC VLAB, QC WORKFLOW ACCELERATOR and MOBILECLOUD (collectively, the "Common Law Marks") for the goods and services listed in Schedule 2, attached hereto and incorporated herein by reference;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in the Registered Marks and the Common Law Marks, together with the goodwill of the business symbolized by the Registered Marks and Common Law Marks (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successor and assigns, all rights, title and interest in the Marks, including, but not limited to, the registration thereof, together with the goodwill of the business symbolized by said Marks, and that portion of the ongoing and existing business of Assignor to which the Marks pertain, as required under 15 U.S.C., §1060, together with all claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same, all of the foregoing to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto.

Assignor covenants that it will, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the Marks.

TRADEMARK REEL: 004996 FRAME: 0157 Assignee's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to the Marks assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to Assignee in this Trademark Assignment.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized officer this \_\_27th\_ day of \_\_February\_\_\_\_\_\_\_, 2013.

GENILOGIX LLC

By:

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Title:

Manager and Secretary

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 27 day of February, 2013, before me personally appeared Michael R. McCoy, whom I know personally, and acknowledged that he executed the same.



Notary Public My Commission Expires: 1/28/2015

[Notary's Seal]

# SCHEDULE 1 Assignor's Registered Marks

CONSTRUCTION	Registration Number
GENILOGIX	3,164,545
GENILOGIX (design mark)	3,167,340

## SCHEDULE 2 Assignor's Common Law Marks

- 1. Common Law Mark "QC EAPPROVE" for use with a software application for electronic signature-based approval workflow.
- 2. Common Law Mark "QC MOBILE" for use with a software application for running tests and tracking defects from anywhere (i.e., remotely).
- 3. Common Law Mark "QC VLAB" for use with a software application for enabling cloud-based testing.
- 4. Common Law Mark "QC WORKFLOW ACCELERATOR" for use with a software application for allowing workflow customization without programming.
- 5. Common Law Mark "MOBILECLOUD" for use with a software application for web-provisioning of physical mobile devices.

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