

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinram Business Intelligence LLC		06/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aptean Systems, LLC		
Street Address:	1155 Perimeter Center West		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4189188	VISION	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<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:	4048153759		
Email:	mbedsole@sgrlaw.com		
Correspondent Name:	Gregory J. Kirsch		
Address Line 1:	Smith, Gambrell & Russell, LLP		
Address Line 2:	1230 PEACHTREE STREET, N.E., Suite 3100		
Address Line 4:	ATLANTA, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	VISION - CINRAM TO APTEAN		
NAME OF SUBMITTER:	Gregory J. Kirsch		
SIGNATURE:	/Gregory J. Kirsch/		
DATE SIGNED:	06/24/2015		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on June 11, 2015, by and among Cinram Business Intelligence LLC, a Delaware limited liability company, Cinram Logistics UK Limited, a limited company incorporated in England and Wales (collectively, the "Assignors"), in favor of Aptean Systems, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Sale and Purchase Agreement, dated as of May 19, 2015, by and among the Assignors, the Assignee, CAI Holdings, Inc., Aptean, Inc. and Ross Systems (UK) Limited (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors have agreed to sell and the Assignee has agreed to purchase certain assets of the Assignors, including, but not limited to: (i) the trademarks and trademark applications set forth on and attached hereto as **Exhibit A** (the "Trademarks"); (ii) the copyrights set forth on and attached hereto as **Exhibit B** (the "Copyrights"); and (iii) the domain names set forth on and attached hereto as **Exhibit C** (the "Domain Names," and collectively with Trademarks and Copyrights, the "Intellectual Property Assets");

WHEREAS, the Assignors and the Assignee desire that the assignment of said rights in Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Assignment.** The Assignors hereby irrevocably, fully, and unconditionally grant, sell, assign, transfer, convey, set-over and deliver to the Assignee all of each such Assignor's right, title and interest in and to the Intellectual Property Assets and all other Seller Intellectual Property, including the following assignments:

(a) The Assignors hereby irrevocably, fully, and unconditionally grant, sell, assign, transfer, convey, set-over and deliver to the Assignee all of each such Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignors hereby irrevocably, fully, and unconditionally grant, sell, assign, transfer, convey, set-over and deliver to the Assignee all of each such Assignor's right, title and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignors hereby waive any claim that such Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any

jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignors hereby irrevocably, fully, and unconditionally grant, sell, assign, transfer, convey, set-over and deliver to the Assignee all of each such Assignor's right, title and interest in and to the Domain Names.

2. **Cooperation and Recordation.** The Assignors hereby agree to cooperate with the Assignee, at the cost and expense of Assignee (which Assignee shall advance), as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignors agree to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if reasonable and appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office.

3. **Delivery of Tangible Items.** The Assignors shall arrange, at the cost and expense of Assignee, for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignors.

4. **Maintenance.** The Assignors agree that they have and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to, at the cost and expense of Assignee (which Assignee shall advance), take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. **Asset Purchase Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. **Miscellaneous.**

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by each Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other parties, except that, after the Closing Date, the Assignee may assign this Agreement to any of its affiliates, provided, that in each case, the assigning party remains liable for the performance of its obligations hereunder.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNORS:

CINRAM BUSINESS INTELLIGENCE LLC

By: DM
Name: David Munro
Title: Senior Vice President of Corporate Finance

CINRAM LOGISTICS UK LIMITED

By: _____
Name: Neil Ballantine
Title: Director

ASSIGNEE:

APTEAN SYSTEMS, LLC

By: _____
Name: Kim Eaton
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNORS:

CINRAM BUSINESS INTELLIGENCE LLC

By: _____
Name: David Munro
Title: Senior Vice President of Corporate Finance

CINRAM LOGISTICS UK LIMITED

By: Neil S. Ballantine
Name: Neil Ballantine
Title: Director

ASSIGNEE:

APTEAN SYSTEMS, LLC

By: _____
Name: Kim Eaton
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

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ASSIGNORS:

CINRAM BUSINESS INTELLIGENCE LLC

By: _____
Name: David Munro
Title: Senior Vice President of Corporate Finance

CINRAM LOGISTICS UK LIMITED

By: _____
Name: Neil Ballantine
Title: Director

ASSIGNEE:

APTEAN SYSTEMS, LLC

By: Kim L. Eaton
Name: Kim Eaton
Title: Chief Executive Officer

Exhibit A

Trademarks





MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE
	United States	85/361,516 4,189,188	07/01/2011 08/14/2012
	Canada	1530462 TMA877,089	06/03/2011 05/05/2014
	Europe	010190081 010190081	08/11/2011 01/11/2012
 a CINRAM Business Solutions Application	United States	85/905,589 N/A	04/16/2013 N/A
VISION	United States	N/A N/A	N/A N/A
VISION INSIGHT	N/A	N/A N/A	N/A N/A

Exhibit B

Copyrights

Owned Intellectual Property

Front End/Website Software

Insight

Nordic Decision Support System

Nordic System

Nordic Windows Utility

Music/Video Plus Returns System

The Nordic business analysis module

The Nordic returns system

Registered Intellectual Property

Insight, Registration No. TX1157190

Nordic Decision Support System, Registration No. TX4578447

Nordic System, Registration No. TX4578446

Nordic Windows Utility, Registration No. TX4578448

Music/Video Plus Returns System, Registration No. TX3551265

The Nordic business analysis module, Registration No. TX4579588

The Nordic returns system, Registration No. TX4583660

Exhibit C

Domain Names

Registered Domain Names:

www.visioninfo.com