CH \$165.00 37238

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ersion v1.1 ETAS ID: TM387492

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCR Corporation		05/27/2016	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Iconex LLC
Street Address:	3097 Satellite Boulevard
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	3723851	2ST TECHNOLOGY	
Registration Number:	3674573	2ST TECHNOLOGY	
Registration Number:	3659466	2 ST	
Registration Number:	3700427	2 ST	
Serial Number:	86533057	IMPRESSIONS SOLUTIONS	
Serial Number:	86554736	IMPRESSIONS SOLUTIONS	

CORRESPONDENCE DATA

Fax Number: 2149695100

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.

Phone: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	334441-600002
NAME OF SUBMITTER:	Wendy Ballard
SIGNATURE:	/Wendy Ballard/
DATE SIGNED:	06/10/2016

Total Attachments: 5

source=Project Neptune - Confirmatory Trademark (EXECUTED)#page1.tif

source=Project Neptune - Confirmatory Trademark (EXECUTED)#page2.tif

source=Project Neptune - Confirmatory Trademark (EXECUTED)#page3.tif

source=Project Neptune - Confirmatory Trademark (EXECUTED)#page4.tif

source=Project Neptune - Confirmatory Trademark (EXECUTED)#page5.tif

CONFIRMATORY TRADEMARK RIGHTS ASSIGNMENT

THIS CONFIRMATORY TRADEMARK RIGHTS ASSIGNMENT is from NCR Corporation, a Maryland corporation ("Assignor"), to Iconex LLC, a Delaware limited liability company (formerly known as, Receiptco LLC) ("Assignee").

WHEREAS, pursuant to that certain Amended and Restated Master Acquisition Agreement by and between Assignor and Assignee dated May 27, 2016 (the "Acquisition Agreement"), Assignor sold, assigned and transferred to Assignee certain assets of Assignor, including the Trademark Rights (defined below); and

WHEREAS, in furtherance of Assignor's obligations under the Acquisition Agreement, Assignor and Assignee desire to confirm of record Assignee's ownership of all right, title and interest in and to the Trademark Rights.

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

Assignor hereby confirms that it sells, assigns, transfers, and conveys to Assignee, subject to the IP Encumbrances (as defined below), as of the Effective Date (defined below), all right, title, and interest in and to any and all of the following: (a) the registered trademarks, trademark applications and domain names listed in Exhibit A, attached hereto and incorporated herein by reference (the "Trademark Rights") and all associated goodwill, and (b) all rights to sue for, and obtain remedies in connection with, past, present, and future infringement of the Trademark Rights, including the right to obtain an injunction, royalties, or any other damages, other than Excluded Ancillary IP Rights (defined below).

For the purposes of this Confirmatory Trademark Rights Assignment, "Excluded Ancillary IP Rights" means, with respect to the Trademark Rights, any and all of the rights of Assignor and any of its Affiliates set forth on Exhibit I of the Acquisition Agreement, in any jurisdiction throughout the world to collect and receive any and all damages, costs and other remedies and fees (including royalties and other payments or proceeds) pursuant to or with respect to such Trademark Rights, which were collected or received by, or are due or payable to, Assignor or any such Affiliate as of or prior to the Closing Date. For the purposes of this Confirmatory Trademark Rights Assignment, "IP Encumbrances" means all licenses, releases, covenants not to assert or sue and/or similar rights and/or immunities granted and/or provided under or with respect to any of the Trademark Rights prior to the Effective Date.

[Remainder of page intentionally left blank]

This Confirmatory Trademark Rights Assignment is binding upon Assignor and its successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Confirmatory Trademark Rights Assignment as of this 27th day of May 2016 (the "Effective Date'). ASSIGNOR: ASSIGNEE: NCR Corporation Iconex LLC By: Name: Michael W. Sher Title: Vice President and Secretary State: Connecticut County: Fairfield Shorla S. Alachines. I, _____, a Notary Public for said County and State, do Notary Public for said County and State, do hereby certify <u> 15 else</u>, the hereby certify that Michael W. Sher, the aboveabove-named individual, personally appeared named individual, personally appeared before before me this day and acknowledged the due me this day and acknowledged the due execution execution of the foregoing instrument. of the foregoing instrument. Witness my hand and official seal, this the Witness my hand and official seal, this the day of ______, 2016. Notary Public My Commission Expires: 2017 My Commission Expires:



This Confirmatory Trademark Rights Assignment is binding upon Assignor and its successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this

Confirmatory Trademark Rights Assignment as of this 27th day of May, 2016 (the "Effective Date"). **ASSIGNOR:** ASSIGNEE: NCR Corporation Iconex LLC By: By: Name: _ Name: Michael W. Sher Title: Title: Vice President and Secretary State: Connecticut County: Fairfield 1, Kathlen Villon Notary Public for said County and State, do Notary Public for said County and State, do certify that hereby certify that Michael W. Sher, the aboveabove-named individual, personally appeared named individual, personally appeared before me this day and acknowledged the due execution before me this day and acknowledged the due of the foregoing instrument. execution of the foregoing instrument. Witness my hand and official seal, this the 24 Witness my hand and official seal, this the day of MAY, 2016.

Notary Public

day of _______, 2016.

My Commission Expires:

Notary Public

Kalhisen Dillon Notary Public-Connecticut My Commission Expires February 28, 2019

My Commission Expires: 12hruary 28,2019

EXHIBIT A

ASSIGNED TRADEMARK RIGHTS

Registered Trademarks:

Country	Owner	Trademark Registration #	Registration Date	Trademark Name
US	NCR Corporation	3723851	12/8/2009	2ST Technology (stylized)
US	NCR Corporation	3674573	8/25/2009	2ST Technology
US	NCR Corporation	3659466	7/21/2009	2ST
US	NCR Corporation	3700427	10/20/2009	2ST
WP	NCR Corporation	898960	6/2/2006	2ST
JP	NCR Corporation	5264977	9/11/2009	2ST
KR	NCR Corporation	849373	1/10/2011	2ST

<u>Trademark Applications</u>:

Country	Owner	Trademark Application #	Date	Trademark Name	Filing Basis
US	NCR	86/533,057	2/12/2015	IMPRESSIONS	ITU
US	Corporation	80/333,037	2/12/2013	SOLUTIONS	
US	NCR	86/554,736	3/5/2015	IMPRESSIONS	ITU
US	Corporation			SOLUTIONS	

<u>Unregistered Trademarks</u>:

Ultra-V
Ultra Print
Pacesetter (as used with respect to thermal transfer ribbons)
K3
Prism
Edge Ultra
Interactive Printer Solutions
Certified Media
3-in-1 Security Ink
Simplicity
Simplicity 48
High Resolution
Enhanced Image
Thermabond
Intellibond
ANSWER Cassettes
C-NoL
Efficient, Effective, Environmental
BIM
Business Impact Model
Print in Lane
Receipt Solutions
"The Whole Solution – We have the answer"
"The whole solution that keeps consumer transaction technology in motion"
"Creating value beyond the transaction"
"We do business where you do business"
"Interactive Printer Solutions complete your transactions"
"Printer Supplies Sales Commission Program"

Trade Names:

Interactive Printer Solutions
IPS
Consumables
Systemedia
SMD

Domain Names:

RECORDED: 06/10/2016

None.

WCSR 35532093v6