

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433665

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|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP | | 06/08/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Retail Services WIS Corporation | | |
| Street Address: | c/o Centre Lane Partners, LLC | | |
| Internal Address: | 60 East 42nd Street, Suite 1250 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10165 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3243851 | WIS INTERNATIONAL | |
| Registration Number: | 2954178 | WISARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2128012256 | | |
| Email: | schlossd@gtlaw.com,nairm@gtlaw.com | | |
| Correspondent Name: | Daniel I. Schloss/Greenberg Traurig LLP | | |
| Address Line 1: | 200 Park Avenue, 38th Fl. | | |
| Address Line 4: | New York, NEW YORK 10166 | | |
| NAME OF SUBMITTER: | Daniel I. Schloss | | |
| SIGNATURE: | /Daniel I. Schloss/ | | |
| DATE SIGNED: | 07/03/2017 | | |
| Total Attachments: 10 | | | |
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ASSIGNMENT OF TRANSFERRED ENCUMBERED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY, dated as of June 8, 2017 (this "Assignment"), from ANTARES CAPITAL LP, a Delaware limited partnership (the "Lender Seller"), to RETAIL SERVICES WIS CORPORATION, a Delaware corporation (the "Purchaser").

WHEREAS, the Lender Seller, the Company Sellers and the Purchaser are parties to that certain Foreclosure Sale and Asset Purchase Agreement, dated as of as of the date hereof (the "Purchase Agreement"); unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement; and

WHEREAS, the Purchase Agreement contemplates that this Assignment will be executed and delivered by the Lender Seller concurrently with the execution and delivery of the Purchase Agreement;

WHEREAS, the Purchase Agreement provides for, among other things, for the sale by the Lender Seller and the purchase by the Purchaser of all of the Lender Seller's rights, title and interests in, to and under all intellectual property owned, licensed or sublicensed by or to the Company Sellers, including, without limitation, those set forth in Attachment A hereto and all of the Lender Seller's rights to income on royalties attributable to the intellectual property, together with any and all goodwill of the Lender Seller relating to the Business, (collectively, the "Transferred Encumbered Intellectual Property").

NOW, THEREFORE, in consideration of the covenants, representations and agreements set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Lender Seller (on behalf of and at the direction of the Required Lenders) hereby sells, assigns, transfers, conveys, and delivers exclusively unto the Purchaser all right, title and interest in and to the Transferred Encumbered Intellectual Property, including, without limitation, all intellectual property listed on Exhibit A hereto, and further including, without limitation:

(a) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Encumbered Intellectual Property together with all registrations, applications for registrations, and common law rights in any country in the world;

(b) copyrights and any copyright registrations and applications included in the Transferred Encumbered Intellectual Property;

(c) issued patents and pending patent applications included in the Transferred Encumbered Intellectual Property;

(d) domain names included in the Transferred Encumbered Intellectual Property; and

(e) all rights to sue, recover and retain damages (and costs and attorneys' fees) for present and past infringement of any of the Transferred Encumbered Intellectual Property.

Except as expressly set forth in the Purchase Agreement, the foregoing conveyance is without any representation or warranty.

2. Further Assurances. The Lender Seller hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at the Purchaser's reasonable request, the Lender Seller will do, execute, acknowledge and deliver, or will use all reasonable efforts to cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as may become necessary to grant, sell, convey, assign, transfer, set over to or vest in the Purchaser any of the Transferred Encumbered Intellectual Property.

3. Acknowledgment of Rights. The Lender Seller hereby acknowledges that, from and after the date of this Assignment, the Purchaser has acceded to all of the Lender Seller's right, title and standing to:

(a) Receive all rights and benefits pertaining to the Transferred Encumbered Intellectual Property.

(b) Institute and prosecute all suits and proceedings and take all actions that the Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder.

(c) Defend and compromise any and all such actions, suits or proceedings relating to any right, title or interest assigned hereunder, and perform all other such acts in relation thereto as the Purchaser, in its sole discretion, deems advisable.

(d) Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Encumbered Intellectual Property, including but not limited to any patent, copyright and trademark protection.

4. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the Purchaser and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

5. Waiver. The Lender Seller waives and relinquishes any and all rights that it may have to any utilization of the Transferred Encumbered Intellectual Property or to object to any use of the Transferred Encumbered Intellectual Property by the Purchaser.

6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Lender Seller or the Purchaser. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

7. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

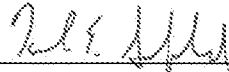
8. Conflict. The parties hereto agree that in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

9. Notices. All notices required to be given hereunder shall be provided in the manner set forth in the Purchase Agreement.

10. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic mail transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Assignment. The terms of this Assignment shall not be construed against the drafter, as these drafting services have been performed as a courtesy to the other parties to this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the Lender Seller as of the date first above written.

ANTARES CAPITAL LP

By: 

Name: **Kirk E. Sonnefeld**
Title: **Duly Authorized Signatory**

[Signature Page to Assignment of Transferred Encumbered Intellectual Property]

TRADEMARK
REEL: 006097 FRAME: 0772

EXHIBIT A

LIST OF TRANSFERRED ENCUMBERED INTELLECTUAL PROPERTY

WIS International Trademarks

| Loan Party | Trademarks | Filing Date | Owned / Licensed / Status | Application / Registration No. |
|--------------------------------|--------------------------------|--------------------|--|---|
| Western Inventory Service Ltd. | WESTERN INVENTORY SERVICE LTD. | Sep. 24, 1982 | Owned | TMA280,936 (Canada) |
| Western Inventory Service Ltd. | WHERE EXPERIENCE COUNTS | Apr. 16, 1980 | Owned | TMA250,802 (Canada) |
| Western Inventory Service Ltd. | WIS & design | Jan. 21, 1998 | Owned | 820457582 (Brazil) |
| Western Inventory Service Ltd. | WIS & design | Apr. 7, 1978 | Owned | TMA240,648 (Canada) |
| Western Inventory Service Ltd. | WIS BRAZIL & design | Jan. 30, 1998 | Owned | 820477745 (Brazil) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Dec. 7, 2005 | Owned | 2148310 (Argentina) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Jan. 19, 2006 | Owned | 828110263 (Brazil) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Jul. 19, 2005 | Owned | TMA674,971 (Canada) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Jan. 27, 2006 | Owned | 5145045 (China) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Nov. 24, 2005 | Owned | 4765442 (European Union) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Nov. 18, 2005 | Owned | 300533060 (Hong Kong) |

| Loan Party | Trademarks | Filing Date | Owned / Licensed / Status | Application / Registration No. |
|-----------------------------------|----------------------|--------------------|--|---|
| Washington Inventory Service | WIS INTERNATIONAL | Feb. 4, 2011 | Owned | 2094995 (Pending) (India) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | May 23, 2011 | Owned | 5485187 (Japan) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Nov. 30, 2005 | Owned | 935586 (Mexico) |
| Western Inventory Service Ltd. | WIS INTERNATIONAL | Nov. 10, 2005 | Owned | 3,243,851 (United States) |
| Western Inventory Service Ltd. | WISARD | Feb. 7, 2003 | Owned | TMA606,306 (Canada) |
| Western Inventory Service Ltd. | WISARD | May 24, 2005 | Owned | 2,954,178 (United States) |

WIS International Patents

| Owner | Title / Description | Filing Date | Owned / Licensed / Status | Application / Registration No. |
|--|---|--------------------|----------------------------------|---|
| WIS International | Combined hand-held data collector base and detachable scanner | Jul. 22, 2010 | Owned | 136409 (Canada) |
| Western Inventory Service Ltd. | Combined hand-held data collector base and detachable scanner | Jan. 7, 2011 | Owned | 0012535950001 (European Union) |
| Western Inventory Service Ltd. | Hand-held data collector with detachable scanner | Dec. 3, 2010 | Owned | 8,528,822 (United States) |
| Western Inventory Service Ltd. | Combined hand-held data collector base and detachable scanner | Jan. 10, 2011 | Owned | D660,297 (United States) |
| WIS International / Western Inventory Service Ltd. | Hand-held data collector with removable scanner | Jul. 9, 2010 | Owned | D646282 (United States) |
| Western Inventory Service Ltd. | Hand-held data collector with removable scanner | Mar. 1, 2011 | Owned | D633501 (United States) |
| Western Inventory Service Ltd. | Hand-held data collector with detachable scanner | Jun. 23, 2011 | Owned | Pending, application no. 2744633 (Canada) |
| Western Inventory Service Ltd. | Hand-held data collector with detachable scanner | Aug. 1, 2013 | Owned | 8,960,552 (United States) |
| Western Inventory Service Ltd. | Inventory system and method | Jul. 11, 2014 | Owned | Pending, application no. 14,328,761 (United States) |

| Owner | Title / Description | Filing Date | Owned / Licensed / Status | Application / Registration No. |
|--|---|--------------------|---|--|
| Western Inventory Service Ltd. | Hand-held data collector with detachable scanner | Jul. 17, 2014 | Abandoned -- Failure to Respond to an Office Action as of Dec. 13, 2015 | Application no. 14,333,548 (United States) |
| WIS International, Inc. / Washington Inventory Service | System and method for processor-based inventory data collection and validation with internal integrated scanner | May 15, 2006 | Abandoned -- Failure to Respond to an Office Action as of Mar. 19, 2010 | Application no. 11,434,328 (United States) |
| WIS International, Inc. / Washington Inventory Service | System and method for assigning plurality of locations to individuals and routing individuals to locations | Mar. 25, 2005 | Abandoned -- Failure to Respond to an Office Action as of Dec. 16, 2009 | Application no. 11,090,084 (United States) |
| Washington Inventory Service | Software application for inventory data collection, validation and consolidation | Nov. 3, 2004 | Abandoned -- Failure to Respond to an Office Action as of Apr. 27, 2009 | Application no. 10,981,257 (United States) |
| Washington Inventory Service | System and method for processor-based inventory data collection and validation | Sep. 1, 2004 | Abandoned -- Failure to Respond to an Office Action as of Dec. 14, 2009 | Application no. 10,932,472 (United States) |

Domain Names:

INVENTORYAUDITORS.COM
INVENTORY-SERVICE.CA
SERVICEINVENTAIRE.CA
SERVICE-INVENTAIRE.CA
WESTERN-INVENTORY.CA
WIS.CA
WISAMERICA.COM
WISARGENTINA.COM
WISAUSTRALIA.COM
WISBRASIL.COM
WISBRAZIL.COM
WISCANADA.COM
WISCHILE.COM
WISCHINA.COM
WISDEUTSCHLAND.COM
WISENGLAND.COM
WISESPANNA.COM
WISFRANCE.COM
WISGERMANY.COM
WISHK.COM
WISHONGKONG.COM
WISINDIA.COM WISINT.CA
WISINTERNATIONAL.CA
WISINTERNATIONAL.COM
WISINTL.COM
WISIRELAND.COM
WISITALIA.COM
WISITALY.COM
WISJAPAN.COM
WISLAFRANCE.COM
WISLATINAMERICA.COM
WISMEXICO.BIZ
WISNORTHAMERICA.COM
WISPORTUGAL.COM
WISRUSSIA.COM
WISSCOTLAND.COM
WISSHENZHEN.COM
WISSOUTHAMERICA.COM
WISSPAIN.COM
WISUK.COM
WISUSA.COM

Trade Names:

Powerpartners
SEL
WIS Mexico

Software

Inventory Tracking Software:

WIS400 Data Collector Operating System Software
WIS400 Data Collection Application Software
WIS500 Data Collection Application Software
WIS 500 Terminal Abstraction Layer Software
Automated Software Delivery System (ASDS) Software
Customer Custom Table Creation Software
Post-Inventory Data Processing Software
In-Store Inventory Software (NexGen or WIZARD)
Xenix PDS Software (Product Delivery System, Not Used)
Interactive Voice Response System Software
Automated Master File Processing System (AFPS)

Business Management Software:

Customer Analysis (CA) Software Module
Customizations to J.D. Edwards Accounting Software
Customizations to Software Plus Payroll & WR
Software Equipment Tracking Software (ETS)
Electronic Time Collection Software (ETC)
Automated Fee Calculation and Billing Software
Productivity & Performance Monitoring System (POMIL)
WISNET Inventory Scheduling System
CAWS (Customer Access to WISNET Scheduling)
Customer Data Center Inventory Tracking System
Customer Data Center Flash Reporting System
Numerous Customer Lotus Notes Databases
Electronic Expense Reporting Software
Electronic Pay Change Software
Equipment Repair Tracking System
Pay for Performance (PFP) Salary Administration System
Back Office Browser (WISBOB) Reporting Tool
Customer Metrics Performance Measurement System
Route Pro Route Publication System
Merchandise Scheduling System
No Load Wizard Route Creation Tool