

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indecomm Corporation		06/28/2019	exempted company with limited liability: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Indecomm Business Services Corporation		
Street Address:	c/o Maples Corporate Services Limited		
Internal Address:	P.O. Box 309, Ugland House		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1104		
Entity Type:	exempted company with limited liability: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4382250	DYNAMIC DOC HUB	
Registration Number:	5257035	INCOMEGENIUS	
Registration Number:	5089534	INTELEDOC DIRECT	
Registration Number:	5089533	INTELEDOC DIRECT	
Registration Number:	3034748	INTELEDOC PLUS	
Registration Number:	3034749	INTELEDOC PLUS	
Registration Number:	2936067	INTELEDOC PLUS	
Registration Number:	4820663	KAIZEN	
Registration Number:	5164783	RECOPIEDIA	
Registration Number:	5214359	U.S. RECORDINGS	
Registration Number:	5214360	U.S. RECORDINGS	
Registration Number:	5214358	U.S. RECORDINGS	
Registration Number:	3297273	U.S. RECORDINGS	
Registration Number:	4275417	VIEWPOINT	
CORRESPONDENCE DATA			
Fax Number:	2128087897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-808-7800
Email: trademarks@kelleydrye.com
Correspondent Name: Deepak Nambiar
Address Line 1: Kelley Drye & Warren LLP
Address Line 2: 101 Park Avenue
Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Deepak Nambiar
SIGNATURE:	/DeepakNambiar/
DATE SIGNED:	08/08/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”) is dated as of June 28, 2019, and is by and between Indecomm Corporation, a Cayman Islands company limited by shares (“*Assignor*”), and Indecomm Business Services Corporation, a Cayman Islands company limited by shares (“*Assignee*”).

WHEREAS, Assignor desires to assign, transfer, and convey all of its right, title and interest in and to any and all trade names, trade dress, logos, trademarks and service marks, whether or not registered, including all common law rights, including without limitation all applications and/or registrations for such trademarks, trade names, trade dress, logos and/or service marks shown on Schedule A (together with all of Assignor’s right, title and interest thereto, the “*Marks*”);

WHEREAS, Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Marks; and

WHEREAS, pursuant to the terms of that certain Contribution and Exchange Agreement dated on or about the date hereof (the “*Contribution Agreement*”), to which Assignor and Assignee are parties, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby irrevocably sells, grants, transfers, assigns and conveys to Assignee, as successor of the business to which the Marks relate, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of Assignor’s business appurtenant thereto, all registrations and applications for the Marks in all countries throughout the world, all income, royalties, damages and payments in respect of the Marks, and all causes of action for any and all past, present or future occurring infringement of the rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements.

2. Cooperation. Assignor agrees, without further consideration therefor, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment or as may be necessary or reasonably desirable to obtain, renew, or issue the Marks, including instructing the registrar for the Marks to transfer the Marks to Assignee. If a trademark registrar does not accept or recognize this Assignment, Assignor hereby agrees that this document shall constitute a request by Assignor to the registrar to transfer the registration of the Marks to Assignee.

3. Successors and Assigns. This Assignment shall be effective as of the Closing Date (as defined in the Contribution Agreement) and shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

4. Conflicts. This Assignment is subject in all events to the terms and conditions of the Contribution Agreement, and in the event of a conflict or inconsistency between this Assignment and the Contribution Agreement, the terms of the Contribution Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first written above.

ASSIGNOR

Indecomm Corporation

By: DocuSigned by:
Narshi Ponnappa
8980251E84DE4B5...

Name: K.P. Ponnappa

Title: Group CEO and Managing Director

ASSIGNEE

Indecomm Business Services Corporation

By: _____

Name: Balaji Venkatachalam

Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first written above.

ASSIGNOR

Indecomm Corporation

By: _____

Name: K.P. Ponnaipa

Title: Group CEO and Managing Director

ASSIGNEE

Indecomm Business Services Corporation






DocuSigned by:
Balaji Venkatachalam
By: _____
AF1825FD892844F..

Name: Balaji Venkatachalam

Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

Schedule A to Trademark Assignment Agreement

Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Owner
DYNAMIC DOC HUB 	U.S. Federal	85639885	4382250	31-MAY-2012	13-AUG-2013	Indecomm Corporation
INCOMEGENIUS	U.S. Federal	86834530	5257035	30-NOV-2015	01-AUG-2017	Indecomm Corporation
INTELEDOC DIRECT	U.S. Federal	86859365	5089534	28-DEC-2015	29-NOV-2016	Indecomm Corporation
INTELEDOC DIRECT 	U.S. Federal	86859362	5089533	28-DEC-2015	29-NOV-2016	Indecomm Corporation
INTELEDOC PLUS	U.S. Federal	78443741	3034748	30-JUN-2004	27-DEC-2005	Indecomm Corporation
INTELEDOC PLUS 	U.S. Federal	78443745	3034749	30-JUN-2004	27-DEC-2005	Indecomm Corporation
INTELEDOC PLUS 	U.S. Federal	78283726	2936067	06-AUG-2003	29-MAR-2005	Indecomm Corporation
KAIZEN	U.S. Federal	86320492	4820663	25-JUN-2014	29-SEP-2015	Indecomm Corporation
RECOPIEDIA	U.S. Federal	87110483	5164783	20-JUL-2016	21-MAR-2017	Indecomm Corporation
U.S. RECORDINGS	India	—	1425808	—	01-MAR-2006	Indecomm Corporation
U.S. RECORDINGS	U.S. Federal	86115027	5214359	11-NOV-2013	30-MAY-2017	Indecomm Corporation
U.S. RECORDINGS	U.S. Federal	86115034	5214360	11-NOV-2013	30-MAY-2017	Indecomm Corporation
U.S. RECORDINGS	U.S. Federal	86106422	5214358	31-OCT-2013	30-MAY-2017	Indecomm Corporation
U.S. RECORDINGS	U.S. Federal	78677808	3297273	25-JUL-2005	25-SEP-2007	Indecomm Corporation
VIEWPOINT 	U.S. Federal	85639880	4275417	31-MAY-2012	15-JAN-2013	Indecomm Corporation