

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCA FINANCIAL GROUP, LTD., AS COURT APPOINTED RECEIVER		09/19/2019	Corporation: ARIZONA
LASERMASTERS LLC		09/19/2019	Limited Liability Company: ARIZONA
PHXCO, LLC		09/19/2019	Limited Liability Company: ARIZONA
LMI SOLUTIONS CANADA, INC.		09/19/2019	Société Par Actions Ou Compagnie: CANADA
PHXCO PARTS, INC.		09/19/2019	Société Par Actions Ou Compagnie: CANADA
GPS HOLDINGS, LLC		09/19/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	CLOVER TECHNOLOGIES GROUP, LLC		
Street Address:	2700 W. HIGGINS ROAD		
City:	HOFFMAN ESTATES		
State/Country:	ILLINOIS		
Postal Code:	60169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2695879	SERVICE TODAY	
Registration Number:	2235165	PARTS NOW!	
Registration Number:	4271104	MAX-LIFE	
Serial Number:	87481608	E ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
TRADEMARK			

CH \$115.00 2695879

Address Line 1: Kirkland & Ellis, LLP
Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 11469-9

NAME OF SUBMITTER: Maria Banda

SIGNATURE: /Maria Banda/

DATE SIGNED: 10/31/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 19, 2019 ("Effective Date") by and among MCA FINANCIAL GROUP, LTD. (the "Receiver"), solely in its capacity as Court appointed receiver for LASERMASTERS, LLC, PHXCO, LLC, LMI SOLUTIONS CANADA, INC. and PHXCO PARTS, INC, pursuant to the Stipulated Order Appointing Receiver, dated August 16, 2019 entered by the Maricopa County Superior Court in Case No. CV2019-011456, and GPS Holdings, LLC (collectively, "Assignor"), and Clover Technologies Group, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Receiver and Assignee are parties to that certain Asset Purchase Agreement dated as of September 12, 2019 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the state trademark registrations set forth on Schedule D attached hereto and the trade names and assumed names set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

Clover Technologies Group, LLC, a Delaware limited liability company

By: 

Name: George Milton

Its: Chief Executive Officer

ASSIGNOR, acting by and through RECEIVER:

MCA FINANCIAL GROUP, LTD., solely in its capacity as Court appointed receiver for LASERMASTERS, L.L.C. PHXCO, LLC, LMI SOLUTIONS CANADA, INC. and PHXCO PARTS, INC. pursuant to the Stipulated Order Appointing Receiver, dated August 16, 2019 entered by the Maricopa County Superior Court in Case No. CV2019-011456

By: _____

Name: _____

Title: _____

GPS HOLDINGS, LLC:

By: _____

Name: _____

Title: _____


SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark	Owner
2,695,879	3/11/2003	Service Today	PHXCO, LLC
2,235,165	3/23/1999	Parts Now!	PHXCO, LLC
4,271,104	1/8/2013	Max-Life	LaserMasters, LLC

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
87481608	06/08/2017	E ECLIPSE & Design  Eclipse

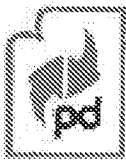





SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark	Owner
Brazil	828572666	12/5/2009	Parts Now!	PHXCO US/PHXCO Canada
Brazil	828572682	12/5/2009	Parts Now!	PHXCO US/PHXCO Canada
Brazil	828572712	12/5/2009	Parts Now!	PHXCO US/PHXCO Canada
Brazil	828572747	1/19/2010	Parts Now!	PHXCO US/PHXCO Canada
Canada	TMA852,092	5/30/2015	Parts Now! & Design 	Phxco, LLC
Canada	TMA518,404	10/21/1999	Parts Now!	PHXCOUS Phxco, LLC
Canada	TMA685,656	4/5/2007	Parts Now! Keeping Business Printing & Design 	PHXCOUS Phxco, LLC

SCHEDULE D

STATE TRADEMARK REGISTRATIONS

Country	Application No.	Application Date	Registration No.	Mark	Owner
State of Wisconsin (U.S.)			20141443462	Printersdirect & Logo 	GPS HOLDINGS LLC
State of Wisconsin (U.S.)			20141443463	MPS Ready & logo 	GPS HOLDINGS LLC
State of Wisconsin (U.S.)			20141443464	Printer Rescue & logo: 	GPS HOLDINGS LLC
State of Wisconsin (U.S.)			20141443465	PFC Tech Deals & logo 	GPS HOLDINGS LLC
State of Wisconsin (U.S.)			20141443466	VALSTAR PRINTER SOLUTIONS and Design 	GPS HOLDINGS LLC
					

SCHEDULE E

TRADE NAMES AND ASSUMED NAMES

1. Registration of Tradename/Trademark/DBA "Global Printer Services" filed by GPS Holdings with the State of Wisconsin Department of Financial Institutions.
2. Certificate of Assumed Name "Global Printer Services" filed by GPS Holdings with the Office of the Minnesota Secretary of State on September 15, 2014.