

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MP Client Development, Inc.		02/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Advantage Sales & Marketing LLC
Street Address:	19100 Von Karman Ave., Suite 600
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2963835	MARKETRATION

CORRESPONDENCE DATA

Fax Number: (202)637-3593
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-383-0100
 Email: eteas@sablaw.com
 Correspondent Name: David E. Weslow - Sutherland, Asbill
 Address Line 1: 1275 Pennsylvania Ave., NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2415

ATTORNEY DOCKET NUMBER:	PHULU
NAME OF SUBMITTER:	David E. Weslow
Signature:	/David E. Weslow/

CH \$40.00 2963835

Date:

02/03/2006

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

February 1, 2006

MP Client Development, Inc., a California corporation ("Assignor"), for good and valuable consideration paid to Seller by Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), by and between Field Marketing Services, Inc., a California corporation ("Seller") and Buyer, by these presents does hereby sell, transfer, convey and assign to Buyer, and its successors and assigns, free and clear of liens, claims or encumbrances (other than those set forth in the Agreement), on the date hereof all right, title and interest in and to, all ownership, management and control of, and all goodwill associated with, the Assignor's Seller Intellectual Property, and all renewals or extensions thereof, including, without limitation, those registered servicemarks and trademarks shown on Schedule A hereto, together with the right to recover for damages and profits and all other remedies for past infringement hereof.

This Assignment of Intellectual Property is delivered pursuant to the Agreement. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement.

Assignor agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignments as may be necessary, in the reasonable judgment of Buyer, to evidence or effectuate the foregoing.

[SIGNATURES BEGIN ON NEXT PAGE]

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

MP CLIENT DEVELOPMENT, INC.

By: 

Name: Brian Clausman

Title: President

[Assignment of Intellectual Property]

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Marketraton	2963835	June 28, 2005