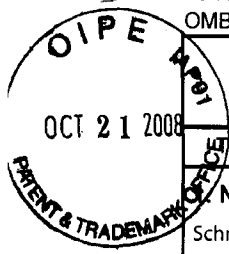


10-24-2008

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



RECO
TF



103531669

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Schneider Sales Management, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 15, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Schneider Sales Management, LLC

Internal

Address: _____

Street Address: 5340 S. Quebec Street, Suite 265N

City: Greenwood Village

State: Colorado

Country: USA Zip: 80111

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other limited liability company

Citizenship Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,984,305; 2,472,540; 2,312,503; 1,323,776

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Optimum Performance Profile"; "Preferred Way of Selling"; "Saleskill Mastery" "Feel of Success"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Porter & Hedges, LLP c/o Liat Avivi

Internal Address: _____

Street Address: 1000 Main St. 36th Floor

City: Houston

State: Texas Zip: 77002

Phone Number: (713) 226-6681

Fax Number: (713) 226-6281

Email Address: Lavivi@porterhedges.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

10/23/2008 NJAMA1 00000035 2984305

48.00 OP
75.00 OP

9. Signature:

[Signature]
Signature

October 20, 2008

Date

Liat Avivi

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into this 15th day of October 2008, by and between **SCHNEIDER SALES MANAGEMENT, INC.**, an Illinois corporation ("Seller"), and **SCHNEIDER SALES MANAGEMENT, LLC**, a Delaware limited liability company ("Purchaser").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and between Seller, Purchaser, and James E. Schneider, an individual (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Purchaser has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey, set over and deliver to Purchaser, all right, title and interest of Seller in and to substantially all of the assets of Seller including, without limitation, all of the Intellectual Property Rights (as defined in the Purchase Agreement) of Seller including, without limitation, the Intellectual Property Rights set forth on Schedules A, B and C attached hereto (the "Intellectual Property Assets").

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Seller.

C. Seller is the sole owner of the entire right, title and interest in, to and under the Intellectual Property Assets.

C. Seller agrees to assign the Intellectual Property Assets to Purchaser.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement (including Section 2.1(a)(v) thereof), Seller hereby sells, transfers, assigns, conveys, sets over and delivers to Purchaser all right, title and interest of Seller in and to the Intellectual Property Assets, together with all rights, licenses, and other agreements, if any heretofore made by Seller, in respect of, or relating to the Intellectual Property Assets, and all income, royalties, fees and payments, if any, now or hereafter due or payable in respect to the Intellectual Property Assets, including any rights of action accrued, accruing and to accrue under and by virtue hereof to recover for past infringement, misappropriation or other unauthorized use of the Intellectual Property Assets and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. Further Assurances. From and after the date hereof, Seller agrees to execute and deliver any and all instruments of assignment and other instruments and documents that

Purchaser may reasonably request in order to more fully evidence the assignment of the Intellectual Property Assets and effect the agreements set forth in this Assignment Agreement, including but not limited to documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment Agreement and Purchaser's ownership of all right, title and interest in, to and under the Intellectual Property Assets.

3. Waiver of Claims. Seller hereby waives, renounces and relinquishes any and all claims of ownership, right, title and interest in and to the Intellectual Property Assets, and agrees that no rights in or to any of the Intellectual Property Assets shall be retained by Seller.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of laws provisions thereof.

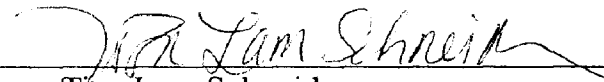
6. Counterparts. This Assignment Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Seller and the Purchaser. All counterparts must be construed together to constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLER:

SCHNEIDER SALES MANAGEMENT, INC.
an Illinois corporation

By: 
Name: Tien Lam Schneider
Title: Secretary

PURCHASER:

SCHNEIDER SALES MANAGEMENT, LLC
a Delaware limited liability company

By: _____
Name: Thomas J. Bresnan
Title: President, Chief Executive Officer and
Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

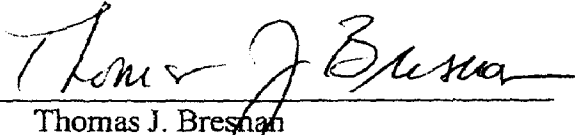
SELLER:

SCHNEIDER SALES MANAGEMENT, INC.
an Illinois corporation

By: _____
Name: Tien Lam Schneider
Title: Secretary

PURCHASER:

SCHNEIDER SALES MANAGEMENT, LLC
a Delaware limited liability company

By: 
Name: Thomas J. Brennan
Title: President, Chief Executive Officer and
Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Schedule A

Intellectual Property Rights

Registered Trademarks

OPTIMUM PERFORMANCE PROFILE
PREFERRED WAY OF SELLING
SALESKILL MASTERY
FEEL OF SUCCESS

Registration No.

2,984,305
2,472,540
2,312,503
1,323,776

Registered Copyrights

Feel of Success: Branch Teleconsulting Conference
Feel of Success: Contact Center Selling Conference
Feel of Success in Selling
Service Quality Conference
Strategic Selling Conference

Copyright No.

TX0006243575
TX0006243574
TX0002327469
TX0006225044
TX0006180193

Pending Copyright Applications

Welcome to Your Preferred Way of Selling Sales Management Practices Conferences!
Welcome to Our Front-Line Coaching Conference!
Welcome to Your Preferred way of Selling Profiling & Relationship Development Conference!
Welcome to Your Preferred Way of Selling Retail Selling Conference!
Welcome to Your Preferred Way of Selling Referral Selling Conference!
Welcome to Your Preferred Way of Selling Franchise Management Conference!
Saleskill Mastery

Schedule B

Registered Intellectual Property Rights

Registered Trademarks

OPTIMUM PERFORMANCE PROFILE
PREFERRED WAY OF SELLING
SALESKILL MASTERY
FEEL OF SUCCESS

Registration No.

2,984,305
2,472,540
2,312,503
1,323,776

Registered Copyrights

Feel of Success: Branch Teleconsulting Conference
Feel of Success: Contact Center Selling Conference
Feel of Success in Selling
Service Quality Conference
Strategic Selling Conference

Copyright No.

TX0006243575
TX0006243574
TX0002327469
TX0006225044
TX0006180193

Schedule C

Pending Registration Applications

Pending Copyright Applications

Welcome to Your Preferred Way of Selling Sales Management Practices Conferences!

Welcome to Our Front-Line Coaching Conference!

Welcome to Your Preferred way of Selling Profiling & Relationship Development Conference!

Welcome to Your Preferred Way of Selling Retail Selling Conference!

Welcome to Your Preferred Way of Selling Referral Selling Conference!

Welcome to Your Preferred Way of Selling Franchise Management Conference!

Saleskill Mastery