

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storecast Merchandising Corporation		07/16/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Driveline Retail Merchandising, Inc.		
Street Address:	3300 Fernbrook Lane N		
Internal Address:	Suite 200		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55447		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77146792		
Serial Number:	77073632	DRIVELINE	
Registration Number:	1908727	SMC	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	39951-85 - CAC		

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NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	07/22/2010
Total Attachments: 4 source=Driveline TM Assign#page1.tif source=Driveline TM Assign#page2.tif source=Driveline TM Assign#page3.tif source=Driveline TM Assign#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 16, 2010 ("Effective Date") by and between Storecast Merchandising Corporation, a New Jersey corporation ("Assignor"), and Driveline Retail Merchandising, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to 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.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the

preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

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

STORECAST CORPORATION OF AMERICA (n/k/a Driveline Retail Merchandising, Inc.

Accepted by: DRIVELINE RETAIL MERCHANDISING, INC.

Lori-Anne M. Bennett

Lori-Anne M. Bennett

Name: Lori-Anne M. Bennett

Name: Lori-Anne M. Bennett

Title: Controller and Secretary

Title: Controller and Secretary

STATE OF NC)
) SS.
COUNTY OF Iredell)

On this 9 day of July 2010, there appeared before me Lori-Anne M. Bennett, as Controller and Secretary, personally known to me, who acknowledged that she signed the foregoing Assignment as her voluntary act and deed on behalf and with full authority of Storecast Corporation of America, n/k/a Driveline Retail Merchandising, Inc. .

Anita Ayers
Notary Public

STATE OF NC)
) SS.
COUNTY OF Iredell)

ANITA AYERS
Notary Public, North Carolina
Iredell County
My Commission Expires
April 11, 2012

On this 9 day of July 2010, there appeared before me Lori-Anne M. Bennett, as Controller and Secretary, personally known to me, who acknowledged that she signed the foregoing Assignment as her voluntary act and deed on behalf and with full authority of Driveline Retail Merchandising, Inc.

Anita Ayers
Notary Public

ANITA AYERS
Notary Public, North Carolina
Iredell County
My Commission Expires
April 11, 2012

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1908727	August 1, 1995	SMC AND DESIGN

U.S. TRADEMARK APPLICATIONS

Serial No.	Filing Date	Mark
77/146792	April 2, 2007	DESIGN ONLY
77/073632	December 29, 2006	DRIVELINE