

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clark & Wamberg, LLC		08/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pearl Meyer & Partners, LLC		
Street Address:	570 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77003045	PM&P PEARL MEYER & PARTNERS COMPREHENSIVE COMPENSATION	
Serial Number:	78841082	COMPREHENSIVE COMPENSATION	
Serial Number:	78511506	CHIPS	
Serial Number:	78413476	PEARL MEYER & PARTNERS	
Serial Number:	76528377	SC/CHIPS	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-3312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Patrick Lau		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		

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ATTORNEY DOCKET NUMBER:	22374-12 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/Patrick Lau/
Date:	08/05/2010
Total Attachments: 4 source=Pearl Meyer Partners LLC - TM Assignment#page1.tif source=Pearl Meyer Partners LLC - TM Assignment#page2.tif source=Pearl Meyer Partners LLC - TM Assignment#page3.tif source=Pearl Meyer Partners LLC - TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 4, 2010 ("Effective Date") by and between Clark & Wamberg, LLC, a Delaware limited liability company, with its principal office at 102 South Wynstone Park Drive, Suite 200, North Barrington, Illinois 60010 ("Assignor"), and Pearl Meyer & Partners, LLC, a Delaware limited liability company, with its principal office at 570 Lexington Avenue New York, NY 10022 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement dated January 31, 2008 (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, 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 its 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.

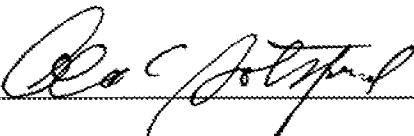
Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, 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.

CLARK & WAMBERG, LLC



Name: Alan Botsford

Title: President

PEARL MEYER & PARTNERS, LLC





Name: Alan Botsford

Title: Vice President and Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
PM&P PEARL MEYER & PARTNERS COMPREHENSIVE COMPENSATION & Design  Pearl Meyer & Partners  Comprehensive Compensation	77/003045 9/20/2006	3350762 12/11/2007
COMPREHENSIVE COMPENSATION	78/841082 3/20/2006	3182127 12/5/2006
CHIPS	78/511506 11/4/2004	3045577 1/17/2006
PEARL MEYER & PARTNERS	78/413476 5/5/2004	3040341 1/10/2006
SC/CHIPS	76/528377 6/30/2003	2864579 7/20/2004