

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
EOS Solutions Corporation		08/09/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	EOS Partners, LLC		
Street Address:	400 Water Street		
Internal Address:	Ste. 200		
City:	Rochester		
State/Country:	MICHIGAN		
Postal Code:	48307		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76705355	EOS	
Serial Number:	76705354	EOS	
CORRESPONDENCE DATA			
Fax Number:	(248)649-6442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(248) 649-6000		
Email:	jthomas@driggerssschultz.com		
Correspondent Name:	Joseph W. Thomas, Esq.		
Address Line 1:	2600 W. Big Beaver Rd.		
Address Line 2:	Ste. 550		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	2923.13-EOS		
NAME OF SUBMITTER:	Joseph W. Thomas		
Signature:	/Joseph W. Thomas/		

OP \$65.00 76705355

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TRADEMARK
 REEL: 004601 FRAME: 0493

Date:

08/10/2011

Total Attachments: 11

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AGREEMENT TO ASSIGN TRADEMARKS AND DOMAIN NAMES

THIS AGREEMENT TO ASSIGN TRADEMARKS AND DOMAIN NAMES (this "Agreement") is made and entered into as of August 1, 2011 (the "Effective Date"), between EOS Solutions Corporation, a Michigan corporation ("Assignor"), and EOS Partners, LLC, a Michigan limited liability company ("Assignee").

Recitals

A. Assignor, Assignee and Shareholder are parties to that certain Contribution Agreement effective as of the date hereof (the "Contribution Agreement"), pursuant to which Assignee acquired the Intellectual Property and Intellectual Property Rights, together with the other Contributed Assets from Assignor.

B. Assignor is the owner of and has adopted and used or intends to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and registrations therefor are herein collectively referred to as the "Trademarks").

C. Assignor is the owner of registrations for the internet domain names listed on Exhibit B attached hereto (herein referred to as the "Domain Names").

D. Assignee desires to acquire the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignor.

E. Assignor is willing to transfer to Assignee the Trademarks and the Domain Names, together with the goodwill associated therewith.

F. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Contribution Agreement.

Agreement

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor represents and warrants that (i) Assignor owns all of the right, title and interest in and to the Trademarks and the Domain Names, (ii) Assignor has the full right and power to enter into this Agreement, (iii) no other person or entity has any security interest in the Trademarks or the Domain Names, (iv) Assignor has made no prior assignment of the Trademarks or the Domain Names, (v) no other person or entity is licensed to use the Trademarks or the Domain Names, and (vi) Assignor and its predecessors in interest have not received any claims of infringement or demands for cessation of use of the Trademarks or the Domain Names from third parties.

2. Assignee represents and warrants that Assignee has the full right and power to enter into this Agreement.

3. For and in consideration of the agreements set forth herein, Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, and the goodwill associated with the Trademarks and the Domain Names.

4. Concurrent with the execution and delivery of this Agreement, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.

5. Assignor represents and warrants that it either has provided to Assignee or has destroyed all products, labels, packaging, promotional and marketing materials, and other materials bearing the Trademarks in its possession or under its control and, if requested, will submit to Assignee at the time of execution of this Agreement an affidavit that, to its knowledge, it has complied with this provision.

6. Immediately upon execution of this Agreement, Assignor shall cease all use of the Trademarks, the Domain Names, and any other confusingly similar marks or names.

7. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks, the Domain Names and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignor. Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor, and whenever required, will further arrange to have them duly notarized and legalized. Assignor will pay the official charges it incurs in effecting such notarization and/or legalization.

8. In the event of a conflict regarding the ownership and/or right to use the Trademarks and/or the Domain Names, Assignor shall provide all reasonable assistance requested by Assignee.

9. If either party to this Agreement breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given thirty (30) days after receipt of written notice (or, if the breach is not susceptible to remedy within thirty (30) days, then such longer period as is reasonably necessary) within which to remedy the breach.

10. All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) upon delivery, if personally delivered, or upon confirmed transmittal, if by facsimile; (ii) on the next business day, if sent by a nationally recognized overnight courier and receipted for by the recipient or an agent of the recipient; or (iii) three (3) business days after mailing, if mailed by registered or certified United States mail, postage prepaid and return receipt requested, to the following addresses:

If to Assignor, at:

EOS Solutions Corporation
400 Water Street, Suite 200
Rochester, MI 48037
Attn. Steven Prast
Email: steve.prast@3eos.com
Fax: 248.232.1591

If to the Assignee, at:

EOS Partners, LLC
400 Water Street, Suite 200
Rochester, MI 48037
Attn. Scott Kania
Email: skania@qvmlc.com
Fax: 248.292.5684

with a copy to Assignee's attorney, at:

Padilla Kostopoulos, PLLC
1821 W. Maple Rd.
Birmingham, MI 48009
Attn: K. Dino Kostopoulos
Email: dkostop@pk-legal.com
Fax: 248.593.0301

or to such other address of a party hereto as shall have been specified to the other party to this Agreement by notice.

11. In the event of a breach of this Agreement, Assignor acknowledges that recovery of damages will not be a sufficient legal remedy for Assignee, and Assignor agrees that Assignee will be entitled to specific performance of the Agreement in accordance with the principles of equity, and shall be entitled to costs and counsel fees, in addition to other remedies to which Assignee may be entitled.

12. This Agreement, in all respects, shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any conflicts of law principles of another state.

13. Each and every provision of this Agreement is severable and the invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any of its provisions unless the whole subject of this Agreement is hereby frustrated.

14. This Agreement and the Contribution Agreement constitute the entire agreement between the parties hereto regarding the subject matter hereof, supersede any and all prior or contemporaneous agreements or understandings, whether written or oral, between the parties

hereto regarding the subject matter hereof, and may only be amended, modified or waived in writing and signed by the Assignor and Assignee. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.


15. This Agreement may be executed in several counterparts (including counterparts delivered via facsimile or other electronic transmission), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

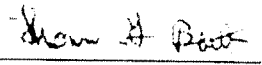
ASSIGNOR:

EOS Solutions Corporation

By: 
Name: Steven Prast
Its: President

ASSIGNEE:

EOS Partners, LLC

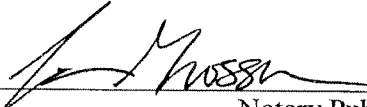
By: 
Name: Thomas Barth
Its: Manager

[Acknowledgement page follows]

Acknowledgment

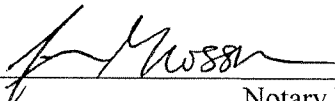
State of Michigan)
County of Oakland

The foregoing instrument was acknowledged before me on this 9 day of August, 2011, by Steven Prast, the President of EOS Solutions Corporation, a Michigan corporation, to be known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.


_____, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My commission expires: 3/27/2017

State of Michigan)
County of Oakland

The foregoing instrument was acknowledged before me on this 9 day of August, 2011, by Thomas Barth, the authorized Manager of EOS Partners, LLC, a Michigan limited liability company, to be known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.


_____, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My commission expires: 3/27/2017

**EXHIBIT A
Trademarks**

Trademark	U.S. Trademark Registration No./ Serial No.	Registration / Filing Date
EOS	76705355	November 16, 2010
EOS	76705354	November 16, 2010

EXHIBIT B
Domain Names

Domain Name	Registrar	Expires	Registrant
3eos.com	Siteground.com, Inc.	12/12/2011	EOS Solutions

EXHIBIT C
Trademark Assignment

See attached.

TRADEMARK ASSIGNMENT

WHEREAS, EOS Solutions Corporation, a Michigan corporation ("Assignor"), is the owner of and has adopted and used those trademarks listed below (all such marks being the "Trademarks"), and is the owner of the following registrations in the United States Patent and Trademark Office (the "Registrations"):

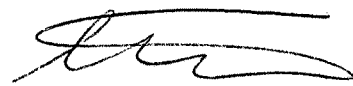
Trademark	U.S. Trademark Registration No. / Serial No.	Registration / Filing Date
EOS	76705355	November 16, 2010
EOS	76705354	November 16, 2010

WHEREAS, EOS Partners, LLC, a Michigan limited liability company, with offices located at 400 Water Street, Suite 200, Rochester, MI 48307 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Registrations, as well as all associated goodwill, as successor to the business of the Assignor to which the Trademarks relate.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Registrations, together with the goodwill of the business associated with the Trademarks and the Registrations.

Executed on August 9, 2011.

EOS SOLUTIONS CORPORATION


By: 
Name: Steven Prast
Title: President

[Acknowledgment page follows]

Acknowledgment

State of Michigan)
County of Oakland

The foregoing instrument was acknowledged before me on this 9 day of August, 2011, by Steven Prast, the President of EOS Solutions Corporation, a Michigan corporation, to be known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.


_____, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My commission expires: 3/27/2017