

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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
STONERIVER, INC.		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Emerald Connect, Inc.		
Street Address:	12395 World Trade Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2281127	ENTERPRISE	
Registration Number:	2723689	E-TOOLS	
Registration Number:	3509472	EVERYDAY CENTS	
Registration Number:	2260889	FINANCIAL INK	
Registration Number:	2277779	FOCUSON	
Registration Number:	2244724	GOLDEN STRATEGIES	
Registration Number:	3509473	MAINSTREAM MILLIONAIRES	
Registration Number:	2346892	PASSPORT TO RETIREMENT	
Registration Number:	3286241	RETIREMENT UNLIMITED	
Registration Number:	3424637	SMALL BUSINESS BIG MISTAKES	
Registration Number:	2125657	THE COMPLETE FINANCIAL MANAGEMENT WORKSHOP	
Registration Number:	3138320	YOU'RE THE B.O.S.S BUSINESS OWNER SUCCESS STRATEGIES	
CORRESPONDENCE DATA			

OP \$315.00 2281127

900199893

TRADEMARK  
 REEL: 004606 FRAME: 0244

Fax Number: (414)277-0656

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com

Correspondent Name: Billie Jean Smith

Address Line 1: 100 East Wisconsin Avenue, Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

025557-9094 US00

NAME OF SUBMITTER:

Jaime L. Trembl

Signature:

/jaime l. trembl/

Date:

08/17/2011

Total Attachments: 6

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**WARRANTY BILL OF SALE**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **STONERIVER, INC.**, a Delaware corporation (the "Transferor"), hereby conveys, grants, bargains, sells, transfers, assigns and delivers unto **EMERALD CONNECT, INC.**, a Delaware corporation (the "Corporation"), its successors and assigns forever all of the Transferor's right, title and interest in and to all of the assets of the Transferor set forth on Exhibit A, attached hereto (the "Emerald Assets").

TO HAVE AND TO HOLD all of the Emerald Assets hereby assigned, transferred and conveyed unto the Corporation, its successors and assigns, to its and their own use forever.

The Transferor hereby warrants and represents, which warranty and representation shall survive the execution hereof, that the Transferor has good and valid title to all of the Emerald Assets, tangible and intangible, free and clear of all liens, encumbrances, mortgages, pledges, charges, options or security interests of any nature whatsoever, recorded or unrecorded (collectively, "Liens") or claims whatsoever other than (i) Liens for taxes and assessments not yet due and payable or which are being contested in good faith by appropriate proceedings commenced, brought, conducted or heard by or before any governmental body, and (ii) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practices and not yet delinquent.

IN WITNESS WHEREOF, the Transferor has executed this instrument as of the 31<sup>st</sup> day of December, 2010.

STONERIVER, INC.

By:   
Julia A. Jensen, Secretary

## EXHIBIT A

### Emerald Assets

All assets, tangible and intangible, owned by Transferor and used exclusively in the operation of Transferor's Emerald Division, wherever located, including, without limitation, tangible assets, inventory, deposits and prepaid expenses, accounts receivable, customer lists and supplier lists, intellectual property (and licenses thereto), goodwill, governmental permits and authorizations (to the extent their transfer is permitted by law), contract rights and books and records.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and entered into as of the 31<sup>st</sup> day of December, 2010, by and between **EMERALD CONNECT, INC.**, a Delaware corporation (the "Transferee"), and **STONERIVER, INC.**, a Delaware corporation (the "Transferor").

### WITNESSETH:

WHEREAS, the Transferor and the Transferee are affiliate companies which, along with certain of their other direct and indirect affiliates, are involved in the consummation of a corporate reorganization (the "Reorganization");

WHEREAS, in connection with and as part of the Reorganization, the Transferor has agreed to transfer to the Transferee, and the Transferee has agreed to accept from the Transferor, certain assets of the Transferor as described in that certain Warranty Bill of Sale of even date herewith executed by the Transferor in favor of the Transferee (the "Emerald Assets");

WHEREAS, in connection with and as part of the Reorganization, the Transferor has agreed to assign to the Transferee all of the Transferor's right, title and interest in, to and under all of the contracts listed on Exhibit A attached hereto (the "Assumed Contracts"); and

WHEREAS, as additional consideration for the Emerald Assets conveyed by the Transferor to the Transferee, the Transferee has agreed to assume any and all liabilities and obligations of the Transferor accruing on or after the date hereof under the Assumed Contracts (the "Assumed Liabilities").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:


1. Effective as of the date hereof, the Transferor hereby assigns, transfers and sets over to the Transferee all of the Transferor's right, title and interest in, to and under the Assumed Contracts.
2. Effective as of the date hereof, the Transferee hereby (i) accepts the assignment of the Assumed Contracts; and (ii) assumes and agrees to pay, perform and discharge when due the Assumed Liabilities.
3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
4. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Delaware.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day, month and year first above written.

**TRANSFEROR:**

STONERIVER, INC.

By:   
Kenneth L. Dowd, Jr., President

**TRANSFeree:**

EMERALD CONNECT, INC.

By: \_\_\_\_\_  
Julia A. Jensen, Secretary

[Signature page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day, month and year first above written.

**TRANSFEROR:**

STONERIVER, INC.

By: \_\_\_\_\_  
Kenneth L. Dowd, Jr., President

**TRANSFeree:**

EMERALD CONNECT, INC.

By: Julia A. Jensen  
Julia A. Jensen, Secretary

*[Signature page to Assignment and Assumption Agreement]*

**EXHIBIT A**

**Assumed Contracts**

All contracts, agreements, arrangements, leases, licenses, obligations, promises, understandings or undertakings (whether written or oral) that are legally binding to which Transferor is a party that relate exclusively to the operation of Transferor's Emerald Division.