

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
Red Leaf ROI, LLC		08/08/2011	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	3Seventy, Inc.		
Street Address:	6601 Vaught Ranch Road		
Internal Address:	Suite 101		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85106341	3SEVENTY	
CORRESPONDENCE DATA			
Fax Number:	(512)457-8008		
Phone:	5124578000		
Email:	bwiese@dbcllp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DuBois, Bryant & Campbell, LLP		
Address Line 1:	700 Lavaca		
Address Line 2:	Suite 1300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	3263-601USTM		
NAME OF SUBMITTER:	William D. Wiese		

OP \$40.00 85106341

900203134

**TRADEMARK
 REEL: 004631 FRAME: 0209**

Signature:	/William D. Wiese/
Date:	09/27/2011
Total Attachments: 2 source=TMAssignment_85106341_1226010_1#page1.tif source=TMAssignment_85106341_1226010_1#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment is effective as of the 8th day of August, 2011, by and between RED LEAF ROI, LLC, a Texas limited liability company having an address at 6601 Vaught Ranch Road, Suite 101, Austin, Texas 78730 (the "Assignor") and 3SEVENTY, INC., a Delaware corporation having an address at 6601 Vaught Ranch Road, Suite 101, Austin, Texas 78730 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of any and all rights associated with the mark 3SEVENTY, U.S. Application No. 85/106,341 (the "Mark"), including, without limitation, any and all common law rights derived through the Assignor's use of the Mark; and

WHEREAS, the Assignee is desirous to acquire all right, title and interest, and any and all good will associated therewith, in the Mark.

NOW, THEREFORE, in consideration of monies and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the Mark, including, without limitation:

the common law trademark rights associated with the Mark, any and all state trademark applications associated with the Mark, any and all United States trademark applications associated with the Mark, and any foreign trademark rights associated with the Mark, including the goodwill embodied with the Mark, any and all stylized and typed versions of the Mark, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof;

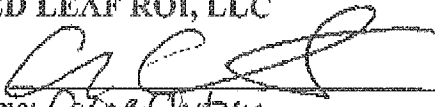
any and all copyrights associated with the advertising used in connection with the Mark, including but not limited to the right to obtain subsequent registrations of copyright therein with the United States Copyright Office, rights in all variations or any other derivative or similar artwork, and all rights corresponding thereto throughout the world, including the right to sue for infringement of these copyrights, including any and all past infringements and damages resulting therefrom; and

any and all trade dress rights associated with the packaging and advertising of products used in connection with the Mark and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom.

Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademark or applications therefor to record the Assignee as the owner of the Mark and to issue all registrations for the Mark, to be in the name of the Assignee, as the Assignee of the Mark, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

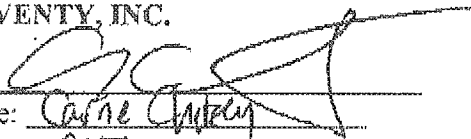
EXECUTED as of the date first written above

ASSIGNOR:
RED LEAF ROI, LLC

By: 
Name: Carole Chydzyn
Title: CEO

By: _____
Name: _____
Title: _____

ASSIGNEE:
3SEVENTY, INC.

By: 
Name: Carole Chydzyn
Title: CEO

By: _____
Name: _____
Title: _____