

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 |
| Robert Giancroce | | 08/22/2011 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Sears Brands, LLC | | |
| Street Address: | 3333 Beverly Drive | | |
| City: | Hoffman Estates | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60179 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3104379 | SMART PLAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)456-8435 | | |
| Phone: | 312.456.8400 | | |
| Email: | chiipmail@gtlaw.com, dunningj@gtlaw.com, galism@gtlaw.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: | Jeffrey P Dunning Greenberg Traurig, LLP | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 054151.600030 | | |
| NAME OF SUBMITTER: | Jeffrey P. Dunning | | |
| Signature: | /Jeffrey P. Dunning/ | | |

CH \$40.00 3104379

900203901

**TRADEMARK
 REEL: 004636 FRAME: 0587**

Date:

10/05/2011

Total Attachments: 2

source=assign#page1.tif

source=assign#page2.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by Robert Giancroce, an individual residing at 2167 Forest View Road, Aiken, South Carolina 29803 ("Assignor"), as of the date written below.

WHEREAS, Assignor is the owner of all of his right, title and interest in and to the trademark SMART PLAN (the "SMART PLAN Mark"), including United States Trademark Registration No. 3,104,379 for the mark SMART PLAN, covering "underwriting warranty programs in the fields of heating, ventilation and air conditioning systems" in International Class 36 (the "Registration"), together with all of his common law rights therein and all of the goodwill appurtenant thereto; and

WHEREAS, pursuant to the Settlement Agreement entered into between Assignor and Sears Brands, LLC ("Sears Brands" or "Assignee"), Assignor wishes to transfer all right, title, and interest that Assignor owns in and to the SMART PLAN Mark and the Registration, together with the goodwill associated therewith, to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Settlement Agreement entered into between Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

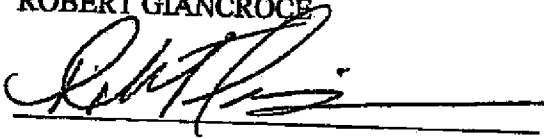
1. Assignor hereby assigns and transfers to Assignee all of his right, title, and interest in and to the SMART PLAN Mark and Registration, including without limitation, all of his common law, state, and federal rights therein, together with all of the goodwill appurtenant thereto, and all claims for past infringement or other violation of any such rights, including without limitation, the right to recover damages therefor.
2. Assignor hereby warrants and represents that:
 - a. Assignor has the right to transfer his rights in the SMART PLAN Mark and Registration, including without limitation, all of his common law, state, and federal rights therein, together with all of the goodwill appurtenant thereto, and all claims for past infringement or other violation of any such rights, including without limitation, the right to recover damages therefor, to Assignee; and
 - b. Assignor has not assigned or licensed any of his rights in the SMART PLAN Mark and Registration to any other person or entity.
3. Assignor agrees to execute any and all additional documents that are reasonably required to effectuate this Assignment, record the transfer of title in the Registration to Assignee at the United States Patent and Trademark Office, or facilitate the issuance to Assignee of Assignee's currently-pending U.S. Trademark Application Nos. 77/843,134 and 85/144,984.

EXHIBIT A

- 4. This Assignment cannot be terminated or amended, except by the written agreement of Assignee.
- 5. This Assignment shall be binding on Assignor, as well as his successors and assigns, and shall inure to the sole and exclusive benefit of Assignee, its successors and assigns, and its present and future affiliated and subsidiary companies and licensees.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment this 22 day of August, 2011.

ASSIGNOR:
ROBERT GIANCROCE

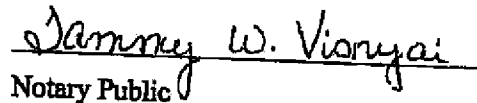


STATE OF South Carolina

COUNTY OF Aiken

§
§
§

Subscribed and sworn before me this 22 day of August, 2011, by Robert Giancroce.


Notary Public

My Commission Expires:
September 17th, 2012