

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
Leapfrog Associates		11/02/2011	PARTNERSHIP: MINNESOTA
RECEIVING PARTY DATA			
Name:	Leapfrog Online Customer Acquisition, LLC		
Street Address:	807 Greenwood Street		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2342253	LEAPFROG	
CORRESPONDENCE DATA			
Fax Number:	(312)268-5063		
Phone:	773-321-0237		
Email:	officeactions@norvellip.com, jkucala@norvellip.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:	Joseph T. Kucala, Jr.		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	11235-45		
NAME OF SUBMITTER:	Joseph T. Kucala, Jr.		
Signature:	/Joseph T. Kucala, Jr./		
Date:	11/28/2011		

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Total Attachments: 5

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EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, LEAPFROG ASSOCIATES, a Minnesota partnership with a principal place of business at 2950 Dean Parkway, Suite 2404, Minneapolis, Minnesota 55416 ("Assignor"), has adopted, owns and is using, itself or through a related company, the marks identified in Exhibit I (the "Assigned Marks"); and

WHEREAS, LEAPFROG ONLINE CUSTOMER ACQUISITION, LLC, a Delaware limited liability company with its principal place of business at 807 Greenwood Street, Evanston, Illinois 60201 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Assigned Marks and registration thereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its worldwide right, title and interest in and to the Assigned Marks, and registrations or applications for the Assigned Marks, including but not limited to the right to pursue legal actions against third parties for past infringement of Assignor's rights in the Assigned Marks and related damages, together with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Marks, and all rights corresponding thereto throughout the world, effective as of the last signature date identified below.

LEAPFROG ASSOCIATES

LEAPFROG ONLINE CUSTOMER
ACQUISITION, LLC

By: Helene B. Kaplan By: _____
Name: Helene Burton Kaplan Name: _____
Title: PARTNER Title: _____
Dated: 11/2/11 Dated: _____

LEAPFROG ASSOCIATES

LEAPFROG ASSOCIATES

By: _____ By: _____
Name: Diane Sims Page Name: Miriam Kelen
Title: _____ Title: _____
Dated: _____ Dated: _____



EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, LEAPFROG ASSOCIATES, a Minnesota partnership with a principal place of business at 2950 Dean Parkway, Suite 2404, Minneapolis, Minnesota 55416 ("Assignor"), has adopted, owns and is using, itself or through a related company, the marks identified in Exhibit 1 (the "Assigned Marks"); and

WHEREAS, LEAPFROG ONLINE CUSTOMER ACQUISITION, LLC, a Delaware limited liability company with its principal place of business at 807 Greenwood Street, Evanston, Illinois 60201 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Assigned Marks and registration thereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its worldwide right, title and interest in and to the Assigned Marks, and registrations or applications for the Assigned Marks, including but not limited to the right to pursue legal actions against third parties for past infringement of Assignor's rights in the Assigned Marks and related damages, together with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Marks, and all rights corresponding thereto throughout the world, effective as of the last signature date identified below.

LEAPFROG ASSOCIATES

By: _____
Name: Helene Burton Kaplan
Title: _____
Dated: _____

LEAPFROG ONLINE CUSTOMER ACQUISITION, LLC

By: Scott Epskamp
Name: Scott Epskamp
Title: President & Co-founder
Dated: 11/2/2011

LEAPFROG ASSOCIATES

By: _____
Name: Diane Sims Page
Title: _____
Dated: _____

LEAPFROG ASSOCIATES

By: _____
Name: Miriam Kelen
Title: _____
Dated: _____

LEAPFROG ASSOCIATES

LEAPFROG ONLINE CUSTOMER
ACQUISITION, LLC

By:

By:

Name:

Helene Burton Kaplan

Name:

Title:

Title:

Dated:

Dated:

LEAPFROG ASSOCIATES

LEAPFROG ASSOCIATES

By: Name: Title:

Sims Page

Bv:

Name: Miriam Kelen

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Title:

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Dated:

Dated:

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EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, LEAPFROG ASSOCIATES, a Minnesota partnership with a principal place of business at 2950 Dean Parkway, Suite 2404, Minneapolis, Minnesota 55416 ("Assignor"), has adopted, owns and is using, itself or through a related company, the marks identified in Exhibit 1 (the "Assigned Marks"); and

WHEREAS, LEAPFROG ONLINE CUSTOMER ACQUISITION, LLC, a Delaware limited liability company with its principal place of business at 807 Greenwood Street, Evanston, Illinois 60201 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Assigned Marks and registration thereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its worldwide right, title and interest in and to the Assigned Marks, and registrations or applications for the Assigned Marks, including but not limited to the right to pursue legal actions against third parties for past infringement of Assignor's rights in the Assigned Marks and related damages, together with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Marks, and all rights corresponding thereto throughout the world, effective as of the last signature date identified below.

LEAPFROG ASSOCIATES

LEAPFROG ONLINE CUSTOMER ACQUISITION, LLC

By: _____

By: _____

Name: Helene Burton Kaplan

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

LEAPFROG ASSOCIATES

LEAPFROG ASSOCIATES

By: _____

By: Miriam Kelen

Name: Diane Sims Page

Name: Miriam Kelen

Title: _____

Title: Partner

Dated: _____

Dated: 11/2/11

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EXHIBIT 1

TRADEMARKS

**LEAPFROG
LEAPFROG ASSOCIATES**

TRADEMARK REGISTRATION

Mark	Reg. No.	Filing Date	Class	Status	Country
LEAPFROG	2,342,253	March 11, 1998	35	Registered	U.S.