

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Blacktop Creative, L.C.		12/31/2009	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
Name:	Barkley, Inc		
Street Address:	1740 Main Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3079192	BLACKTOP CREATIVE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(913)451-0875		
Phone:	913-451-5100		
Email:	gkraai@lathropgage.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:	Gerald M Kraai		
Address Line 1:	10851 Mastin Blvd, Bldg 82, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Gerald M Kraai		
Signature:	/Gerald M Kraai/		
Date:	02/03/2012		
Total Attachments: 2 source=Blacktop Assignment_and_Assumption_Agreement_-_Intellectual_Property#page1.tif source=Blacktop Assignment_and_Assumption_Agreement_-_Intellectual_Property#page2.tif			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS is made as of the 31<sup>st</sup> day of December, 2009, by and between BLACKTOP CREATIVE, L.C. ("Assignor") to BARKLEY, INC., a Missouri Corporation, with an office located at 1740 Main, Kansas City, Missouri 64018 ("Assignee").

### RECITALS

- A. Assignee, Assignor, and Shawn R. Polowniak, Michael T. Miller and David P. Swearingen are all parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets, including without limitation the Intellectual Property Assets. All capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement.
- B. Assignor hereby desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to the Intellectual Property Assets.

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee (free and clear of any and all liens, encumbrances, restrictions and liabilities of any kind whatsoever), and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the Intellectual Property Assets (such term to include, but not limited to, all rights to the name "Blacktop Creative"), together with (i) the going concern and good-will associated with such names and the business conducted by Assignor, (ii) any know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints; (iii) all rights to sue for infringement of any rights associated with any of the Intellectual Property Assets, whether arising prior to or subsequent to the date hereof, and (iv) any and all modifications, extensions and renewals thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Intellectual Property Assets not been made.

Assignor covenants and agrees to warrant and defend the transfer and assignment of the Intellectual Property Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to the Intellectual Property Assets and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Intellectual Property Assets, all at the sole cost and expense of Assignor.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has caused its duly authorized managers to execute this Assignment of Intellectual Property Assets as of the date first above written.

ASSIGNOR:

BLACKTOP CREATIVE, L.C.

By: 

Shawn R. Polowniak, Manager

ASSIGNEE:

BARKLEY, INC

By: 

Vicki M. Stuckwisch, COO & CFO