

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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Measurecomp LLC		05/14/2012	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Homer TLC, Inc.		
<b>Street Address:</b>	2455 Paces Ferry Road, N.W.		
<b>Internal Address:</b>	Building C-20		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2451852	MEASURECOMP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	496-7756		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-496-7513		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Mark Kresloff		
Address Line 1:	1900 K. Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	09212.0054		
NAME OF SUBMITTER:	Mark Kresloff		
Signature:	/Mark Kresloff/		

CH \$40.00 2451852

Date:

05/17/2012

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made, entered into and effective as of this 14<sup>th</sup> day of May, 2012, by **MEASURECOMP L.L.C.**, a Michigan limited liability company (the "Assignor") in favor of **HOMER TLC, INC.**, a Delaware corporation (the "Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among the Assignor, the Assignee, CompuMeasure LLC and the other parties signatory thereto.

### RECITALS:

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of, the trademarks, service marks, or trade names (registered or otherwise), and any related trademark applications, that Assignor has adopted, used, or is using in conjunction with the business subject to the Purchase Agreement, including without limitation the trademarks listed in **Schedule 1** attached hereto and incorporated herein by reference, and any and all common law rights in the foregoing, and all goodwill associated therewith (all of the foregoing being referred to collectively herein as the "Assigned Marks").

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment.** The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Marks to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto and all causes of action and rights to sue, seek injunctive relief, and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this **Section 1** not been made.

2. **Authorization.** The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Marks are registered to record the Assignee as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to the Assignee as assignee of the entire right, title and interest therein and thereto, and Assignor hereby covenants that Assignor has full right to convey Assignor's entire

interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Purchase Agreement and this Trademark Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

4. **Entire Agreement.** This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Georgia, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Georgia to be applied.

7. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

*(Signatures begin on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

~~"ASSIGNOR"~~

MEASURECOMP L.L.C.

By: [Signature]  
Name: Max Berlin  
Title: Manager

STATE OF Michigan §  
  §  
COUNTY OF Caledonia §

On this 14<sup>th</sup> day of May, 2012, before me, the undersigned, personally appeared Max Berlin of MeasureComp L.L.C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

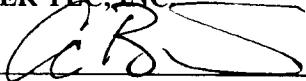
[Signature: Jane B. Loyd]  
Notary Public

My Commission Expires:  
June 14, 2018  
[NOTARIAL SEAL]

JANE B. LOYD  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 06-14-2018  
Acting in the County of Caledonia

**"ASSIGNEE":**

**HOMER TLC, INC**


By: 

Name: Carol B. Tomé

Title: Vice President and Treasurer

STATE OF Georgia §  
  §  
COUNTY OF Cobb §

On this 14<sup>th</sup> day of May, 2012, before me, the undersigned, personally appeared Carol B. Tomé of **HOMER TLC, INC.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

My Commission Expires:

May 13, 2014  
[NOTARIAL SEAL]

**SCHEDULE 1**  
**ASSIGNED MARKS**

<b>Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Status</b>
MEASURECOMP	MeasureComp L.L.C.	United States	2451852	Registered