

## 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
First American Bank		05/11/2012	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Sollah Interactive, LLC		
Street Address:	1002 NE Lake View Ct.		
City:	Ankeny		
State/Country:	IOWA		
Postal Code:	50021		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3182824	VISIONPOINT	
Serial Number:	85393097	VISIONPOINT PLAN. PROTECT. INVEST.	
CORRESPONDENCE DATA			
Fax Number:	5152430654		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5152882500		
Email:	emilyharris@davisbrownlaw.com, pattylaw@davisbrownlaw.com		
Correspondent Name:	Emily E. Harris		
Address Line 1:	215 10th Street, Suite 1300		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	8966574/61000		
NAME OF SUBMITTER:	Emily E. Harris		
Signature:	/emilyeharris/		

Date:

05/22/2012

**Total Attachments: 5**

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 11<sup>th</sup> day of May, 2012, by First American Bank ("*Assignor*"), to Sollah Interactive, LLC ("*Assignee*").

### RECITAL

Assignee and Assignor are parties to a Sale Agreement dated on or about the date hereof (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Collateral (as defined in the Agreement), including without limitation the corporate names, brand names, servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively accomplish or perfect the transfer and sale of the Collateral.

In accordance therewith, Assignor 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, to and under the registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names that are included in the Collateral, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said 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 the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**ASSIGNOR:**

**FIRST AMERICAN BANK**



\_\_\_\_\_  
Mark Lyons  
Chief Special Assets Officer

*SIGNATURE PAGE TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS*

**TRADEMARK**  
**REEL: 004785 FRAME: 0563**

State of Iowa            )  
                                  )        ss.:  
County of Polk         )

On this 11<sup>th</sup> day of May, 2012, before me, a notary public in and for said county and state, personally appeared Mark Lyons, Chief Special Assets Officer of First American Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



*Emily Mitchell*  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**Registered Servicemarks and Trademarks**

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
VISIONPOINT	3,182,824	December 12, 2006

**Unregistered Servicemarks and Trademarks**

TRAININGBYTES  
WORKSMARTS  
SMART-START  
SMART START  
IT'S THE LAW  
LEGAL BRIEFS  
ONCE UPON A LEADER  
PEER TODAY, BOSS TOMORROW  
READY. SET. CHANGE.  
SEXUAL HARASSMENT: IT CAN HAPPEN HERE  
SEXUAL HARASSMENT? YOU DECIDE  
THE COURAGE TO COACH FOR RETAIL  
THE COURAGE TO COACH  
A.C.T. WITH INTEGRITY  
BAD APPLES  
BE S.A.F.E. (NOT SORRY)  
BEYOND THE BOX  
BURY MY HEART AT CONFERENCE ROOM B  
F.A.I.R. IN ACTION  
FEARLESS FACILITATION  
I WISH MY MANAGER WOULD JUST...  
IT'S NOT JUST ABOUT SEX ANYMORE  
JUST BE F.A.I.R.  
M.E.E.T. ON COMMON GROUND  
WE NEED TO M.E.E.T.  
WHALE DONE!  
THE POWER OF POSITIVE RELATIONSHIPS AND WHALE DONE!

**Pending Servicemark or Trademark Applications**

Servicemark or Trademark	Application Number	Application Date
VISIONPOINT PLAN. PROTECT. INVEST.	85/393,097	August 9, 2011

**Trade Names**