

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
CAU Acquisition Company, LLC		06/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Clover Technologies Group, LLC		
Street Address:	4200 Columbus Street		
City:	Ottawa		
State/Country:	ILLINOIS		
Postal Code:	61350		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205302	RESPONSIBLE	
Registration Number:	3205300	RESPONSIBLE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-372-2000		
Email:	mburke@mwe.com, umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	074031-0088		
NAME OF SUBMITTER:	Michelle C. Burke		
Signature:	/Michelle C. Burke/		

CH \$65.00 3205302

Date:

06/20/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (the "Assignment") is made effective this 19th day of June, 2012, by and between CAU Acquisition Company, LLC, a Delaware limited liability company ("Assignor"), and Clover Technologies Group, LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and Goodwill.

ASSIGNMENT AND AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.

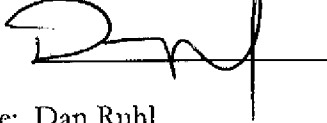
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.
5. This assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Assignor:

CAU Acquisition Company, LLC

By: 

Name: Dan Ruhl

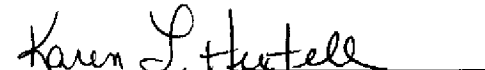
Title: President

STATE OF ILLINOIS

COUNTY OF LASALLE

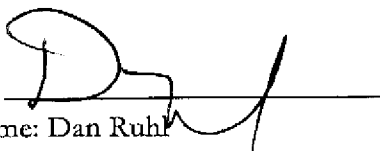
The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on 06th day of June, 2012, personally appeared before me DAN RUHL, the President of CAU ACQUISITION COMPANY, LLC, to be personally well known and known to be the person who signed the foregoing instrument, and who being by me duly sworn, stated and acknowledged that he is the President of said limited liability company, and that he signed and delivered the same in behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.




Notary Public

ACCEPTED:

Clover Technologies Group, LLC
as Assignee

By: 
Name: Dan Ruhl
Title: President

SCHEDULE A

TRADEMARKS

Mark	Registration No.	Registration Date	International Classes	Status
RESPONSIBLE	3,205,302	2/6/2007	35, 40	Registered
RESPONSIBLE	3,205,300	2/6/2007	35, 40	Registered