

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
Cornwell Corporation		08/06/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	SPS Commerce, Inc.		
Street Address:	333 South Seventh Street, Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2277898	EDIFICE	
Registration Number:	3860727	EDIFICE	
Registration Number:	3860695	EDIFICE INFORMATION MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6127668578		
Email:	tmmpis@FaegreBD.com		
Correspondent Name:	Faegre Baker Daniels LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	454046.410749		
NAME OF SUBMITTER:	Dianna L. Gould - Paralegal		

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Signature:	/dlg/
Date:	08/10/2012
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Trademark Assignment

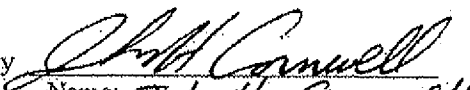
WHEREAS, Cornwell Corporation, a Corporation under the laws of Illinois, with a principal address of 6 Upper Pond Road, Parsippany, NJ 07054 ("Assignor"), is the owner of the registrations set forth on the accompanying Schedule A (the "Mark(s)");

WHEREAS, SPS Commerce, Inc., a Corporation under the laws of Delaware, with a principal address of 333 South Seventh Street, Suite 1000 Accenture Tower, St. Paul, MN 55402, (the "Assignee"), is desirous of acquiring said Marks and all title and rights thereunder; together with the goodwill of the business with which the Mark(s) is used and which is symbolized by the Mark(s);

NOW, THEREFORE, for good and valuable consideration, as set forth in a separate agreement executed among Assignor, Assignee and the other parties thereto (the "Agreement"), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark(s), including any applications to register the Mark(s), together with the goodwill of the business symbolized by the Mark(s), all common law rights related to the Mark(s), all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof. Notwithstanding any other term herein, this trademark assignment is executed and delivered pursuant to the Agreement and does not supersede, expand, amend, waive, modify or limit any right or obligation of any party under the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Cornwell Corporation

Date: 6 August 2012

By 
Name: John H. Cornwell
Title: President

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Int. Class</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EDIFICE	35	USA	2,277,898	Sept. 14, 1999
EDIFICE	35	USA	3,860,727	Oct. 12, 2010
EDIFICE INFORMATION MANAGEMENT	35	USA	3,860,695	Oct. 12, 2010