

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Schneider Sales Management, LLC		05/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Ivory, Inc.
<b>Street Address:</b>	5340 N. Quebec Street
<b>Internal Address:</b>	Suite 265N
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2984305	OPTIMUM PERFORMANCE PROFILE
Registration Number:	2472540	PREFERRED WAY OF SELLING
Registration Number:	2312503	SALESKILL MASTERY
Registration Number:	1323776	FEEL OF SUCCESS

**CORRESPONDENCE DATA**

Fax Number: 3126551917  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-655-9900  
 Email: [asamlan@kdslaw.com](mailto:asamlan@kdslaw.com)  
 Correspondent Name: Alan B Samlan, Knechtel, Demeur & Samlan  
 Address Line 1: 525 W. Monroe St.  
 Address Line 2: Suite 2360  
 Address Line 4: Chicago, ILLINOIS 60661

OP \$115.00 2984305

ATTORNEY DOCKET NUMBER:	IVORY
NAME OF SUBMITTER:	Alan B. Samlan
Signature:	/Alan B. Samlan/
Date:	08/24/2012
Total Attachments: 5 source=TrademarkRecordation-Assignment#page1.tif source=TrademarkRecordation-Assignment#page2.tif source=TrademarkRecordation-Assignment#page3.tif source=TrademarkRecordation-Assignment#page4.tif source=TrademarkRecordation-Assignment#page5.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Schneider Sales Management, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Delaware  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ivory, Inc.  
Internal  
Address: Suite 265N  
Street Address: 5340 S. Quebec Street  
City: Greenwood Village  
State: CO  
Country: U.S. Zip: 80111

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Illinois
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) May 1, 2012  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,984,305 2,472,540 2,312,503 1,323,776

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Optimum Performance Profile Preferred Way of Selling Saleskill Mastery Feel of Success

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Alan B. Samlan, Knechtel, Demeur & Samlan  
Internal Address: Suite 2360  
Street Address: 525 W. Monroe St.  
City: Chicago  
State: IL Zip: 60661  
Phone Number: 312-655-9900  
Fax Number: 312-655-1917  
Email Address: asamlan@kdsllaw.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

August 24, 2012  
Date

Alan B. Samlan  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**Exhibit A – Bill of Sale**

**BILL OF SALE  
AND  
ASSIGNMENT**

This BILL OF SALE AND ASSIGNMENT is made May 1, 2012, by and between Schneider Sales Management, LLC, a Delaware limited liability company (the "Seller"), and IVORY, INC. an Illinois corporation (the "Purchaser") pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated April 24, 2012 entered into by the parties.

Transfer of Assets That for and in consideration of the assumption by Purchaser of the Assumed Liabilities, and Purchaser having entered into an agreement with Main Street Capital Corporation and Main Street Capital II LP (collectively referred to as "Main Street") regarding the payment of money to Main Street on behalf of Seller the receipt of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer, and deliver unto Purchaser, the following in connection with the sale of the assets (hereinafter "Assets") of the Business known as Schneider Sales Management, LLC:

1. all personal property, fixtures, furnishings, furniture, equipment, motor vehicles, tools, supplies, spare parts, computers, printers, software, files, books, records, and all other tangible personal property owned or leased by Seller, wherever located or acquired by Seller in connection with the conduct of the Business or used by Seller in connection with the conduct of the Business;
2. all Contracts, commitments, leases, purchase orders, contracts for services and supplies, contracts to supply or sell products and other agreements (whether written or oral) of Seller relating to the Business;
3. all Accounts Receivable and all notes receivable of Seller;
4. all Intellectual Property Rights of Seller, including but not limited to Seller's copyrights and registered trademarks "Feel of Success® Seminars", "SaleSkill Mastery®", "Preferred Way of Selling®" and "Optimum Performance Profile®", all of which are identified on the attached Schedule 6.14(a);
5. all licenses, Permits, registrations, and authorizations of Seller;
6. all owned real estate and/or the leases of real property, together with all rights thereunder to all leasehold improvements thereon and all easements, rights-of-way, transferable licenses and permits and other appurtenances thereof;
7. all books and records of Seller relating to the Business, the Purchased Assets and the Assumed Liabilities, including all customer and supplier files and lists, sales information, equipment maintenance and warranty information, operating manuals, all correspondence with any customers, suppliers, employees or Governmental Authority, all personnel records related to the Seller's employees, and any other reports, promotional materials, marketing studies, plans and documents prepared by or on behalf of Seller related to the Business, including data stored electronically, but excluding the corporate books and records listed as Excluded Assets; *provided, that* Seller shall be entitled to retain copies of such books and records that are necessary for its tax, accounting or legal purposes;
8. except as described in the Purchase Agreement, all prepaid claims, prepaid expense items and deferred charges, credits, advance payments, security and other deposits made by Seller to any other Person;
9. the right to use the names set forth in the Purchase Agreement and all variants

- thereof;
10. the goodwill of Seller that relates to the Business;
  11. all telephone and facsimile numbers (together with all other similar numbers), electronic mail addresses and web sites of Seller;
  12. all rights of Seller pertaining to any causes of action, lawsuits, judgments, claims, demands, counterclaims, set-offs or defenses that Seller has or may have, except to the extent relating to the Retained Liabilities or Excluded Assets; and
  13. except for the Excluded Assets as defined in the Purchase Agreement, all other assets, properties and rights of every kind and nature of Seller or in which Seller has an interest.

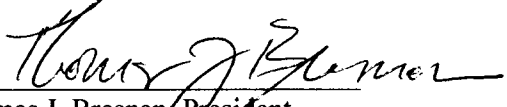
Seller's Warranties Seller further warrants and represents that Seller is the lawful owner of all Assets covered by this Bill of Sale and that they are free and clear of any outstanding liens, encumbrances, claims, debts, or liabilities due and owing by Seller which could result in a lien or encumbrance upon the aforesaid property; that Seller has the right to sell said Assets to the Purchaser free from claims of all creditors or other persons whatsoever and agrees to hold Purchaser harmless from any such claims and the costs incurred in defending such claims; and that Seller will execute such further assurances of free and clear title to the said property hereby conveyed as may be requisite.

Survival of Asset Purchase Agreement All covenants, agreements, warranties and representations contained in the Purchase Agreement, between Seller and Purchaser for the sale of said business, and amendments and addenda thereto, shall not be deemed to be merged in this Bill of Sale, but shall continue in full force and effect unless otherwise herein provided.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed upon the date set forth hereinabove.

**SELLER:**

Schneider Sales Management, LLC

By:   
Thomas J. Bresnan, President

Purchaser hereby acknowledges receipt of all of the Assets described in the Bill of Sale.

**PURCHASER:**

Ivory, Inc.

By: \_\_\_\_\_  
James E. Schneider, President

- thereof;
10. the goodwill of Seller that relates to the Business;
  11. all telephone and facsimile numbers (together with all other similar numbers), electronic mail addresses and web sites of Seller;
  12. all rights of Seller pertaining to any causes of action, lawsuits, judgments, claims, demands, counterclaims, set-offs or defenses that Seller has or may have, except to the extent relating to the Retained Liabilities or Excluded Assets; and
  13. except for the Excluded Assets as defined in the Purchase Agreement, all other assets, properties and rights of every kind and nature of Seller or in which Seller has an interest.

Seller's Warranties Seller further warrants and represents that Seller is the lawful owner of all Assets covered by this Bill of Sale and that they are free and clear of any outstanding liens, encumbrances, claims, debts, or liabilities due and owing by Seller which could result in a lien or encumbrance upon the aforesaid property; that Seller has the right to sell said Assets to the Purchaser free from claims of all creditors or other persons whatsoever and agrees to hold Purchaser harmless from any such claims and the costs incurred in defending such claims; and that Seller will execute such further assurances of free and clear title to the said property hereby conveyed as may be requisite.

Survival of Asset Purchase Agreement All covenants, agreements, warranties and representations contained in the Purchase Agreement, between Seller and Purchaser for the sale of said business, and amendments and addenda thereto, shall not be deemed to be merged in this Bill of Sale, but shall continue in full force and effect unless otherwise herein provided.

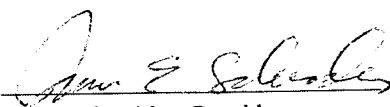
IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed upon the date set forth hereinabove.

**SELLER:**  
Schneider Sales Management, L.L.C

By: \_\_\_\_\_  
Thomas J. Bresnan, President

Purchaser hereby acknowledges receipt of all of the Assets described in the Bill of Sale.

**PURCHASER:**  
Ivory, Inc.

By:   
James E. Schneider, President

**Schedule 6.14 (a) – Intellectual Property**

**Registered Intellectual Property Rights**

<u>Registered Trademarks</u>	<u>Registration No.</u>
OPTIMUM PERFORMANCE PROFILE	2,984,305
PREFERRED WAY OF SELLING	2,472,540
SALESKILL MASTERY	2,312,503
FEEL OF SUCCESS	1,323,776

<u>Registered Copyrights</u>	<u>Copyright No.</u>
Feel of Success: Branch Teleconsulting Conference	TX0006243575
Feel of Success: Contact Center Selling Conference	TX0006243574
Feel of Success in Selling	TX0002327469
Service Quality Conference	TX0006225044
Strategic Selling Conference	TX0006180193
Welcome to Your Preferred Way of Selling Profiling & Relationship Development Conference!	TX 7-068-113
Welcome to Your Preferred Way of Selling Retail Selling Conference!	TX 7-129-547
Welcome to Your Preferred Way of Selling Referral Selling Conference!	TX 7-331-761
Welcome to Your Preferred Way of Selling Franchise Management Conference!	TX 7-412-575
Saleskill Mastery	TX 7-218-488