

## 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
Plan Express, Inc.		09/25/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PE Newco LLC		
Street Address:	4500 Lake Forest Drive		
Internal Address:	Suite 502		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2285331	PLAN EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	9374496450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-449-6400		
Email:	sherrie.hilty@dinsmore.com		
Correspondent Name:	Kimberly Gambrel, Dinsmore & Shohl LLP		
Address Line 1:	One S. Main Street, Suite 1300		
Address Line 2:	Fifth Third Center		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	27387.19		
NAME OF SUBMITTER:	Kimberly Gambrel		
Signature:	/Kimberly Gambrel/		

OP \$40.00 2285331

Date:

12/18/2012

**Total Attachments: 14**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of September 25, 2009 (the "Effective Date"), among **PLAN EXPRESS, INC.**, a Delaware corporation (the "Seller"), **PE NEWCO LLC**, a Delaware limited liability company (the "Purchaser"), **SSM VENTURE PARTNERS III, L.P.**, a Tennessee limited partnership ("SSM"), and **FRONTIER FUND I LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Frontier," and together with SSM, "Investors"). Investors are a party to this Agreement solely for purposes of Section 7.15 hereof.

**2. ASSETS TO BE PURCHASED; ASSUMED LIABILITIES; EXCLUDED LIABILITIES.**

On the Closing Date and subject to the terms and conditions of this Agreement, Seller shall sell, convey, transfer, assign, set over and deliver to Purchaser all of Seller's right, title and interest in and to all of its assets of every kind and description and wherever located, other than the Excluded Assets (collectively, the "Purchased Assets") including, without limitation:

2.1.5 (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and invention disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof; (b) all trademarks, service marks, trade dress, logos, and trade names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, software, specifications, customer and supplier lists, and business and marketing plans and proposals); (f) all computer software (including data and related documentation, source codes, flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases, and similar items); (g) all other proprietary rights including publicity rights; and (h) all copies and tangible embodiments of the items listed in (a) through (g) (in whatever form or medium), including the items listed and described on Exhibit D (the “Intellectual Property”);

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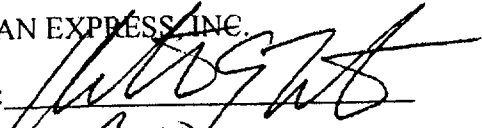
IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the parties as of the Effective Date.

**SELLER:**

PLAN EXPRESS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
CEO

**PURCHASER:**

PE NEWCO LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INVESTORS**

SSM VENTURE PARTNERS III, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

FRONTIER FUND I LIMITED PARTNERSHIP

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the parties as of the Effective Date.

**SELLER:**

PLAN EXPRESS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

PE NEWCO LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INVESTORS**

SSM VENTURE PARTNERS III, L.P.

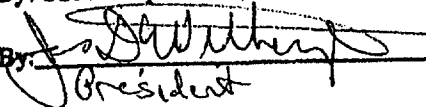
By: \_\_\_\_\_

Title: \_\_\_\_\_

SSM Venture Partners III, L.P.

By: SSM III, L.P., General Partner

By: SSM Corporation, General Partner

By:  \_\_\_\_\_  
President

FRONTIER FUND I LIMITED PARTNERSHIP

By: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the parties as of the Effective Date.

**SELLER:**

PLAN EXPRESS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

PE NEWCO LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INVESTORS**

SSM VENTURE PARTNERS III, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

FRONTIER FUND I LIMITED PARTNERSHIP

By: J. [Signature]

Title: Partner

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the parties as of the Effective Date.

**SELLER:**

PLAN EXPRESS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

PE NEWCO LLC

By: *[Signature]*

Title: PRES/CEO

**INVESTORS**

SSM VENTURE PARTNERS III, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

FRONTIER FUND I LIMITED PARTNERSHIP

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT D**

**INTELLECTUAL PROPERTY**

U.S. Trademark Registration No. 2,2285,331 for mark "Plan Express."

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## **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale and Assignment and Assumption Agreement") is made and entered into as of September 25, 2009, by and between PE Newco LLC, a Delaware limited liability company ("Purchaser"), and Plan Express, Inc., a Delaware corporation ("Seller").

### WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September 25, 2009 among Seller, Purchaser, SSM Venture Partners III, L.P., a Tennessee limited partnership, and Frontier Fund I Limited Partnership, a North Carolina limited partnership, (the "Purchase Agreement"), Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser the Purchased Assets (as defined in the Purchase Agreement), and Purchaser has agreed to purchase and acquire from Seller the Purchased Assets and assume the Assumed Liabilities (as defined in the Purchase Agreement);

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meaning as in the Purchase Agreement unless specifically defined in this Bill of Sale and Assignment and Assumption Agreement;

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Purchased Assets. Seller does hereby sell, assign, transfer and deliver to Purchaser, and Purchaser does hereby purchase and accept from Seller, the Purchased Assets, as the same shall exist on the Closing Date.

2. Assumption of Liabilities. Seller does hereby assign and Purchaser hereby accepts, assumes, and agrees to perform and discharge the Assumed Liabilities.

3. Further Assurances. Seller and Purchaser hereby covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, assurances and instruments as Purchaser may reasonably request to assign and transfer the Purchased Assets to Purchaser, to assure to Purchaser the continued possession, control and enjoyment of the Purchased Assets, and as Seller may reasonably request to ensure the assignment to and assumption by Purchaser of the Assumed Liabilities as intended hereby and as contemplated by the Purchase Agreement.

4. Purchase Agreement. This Bill of Sale and Assignment and Assumption Agreement is subject to the terms and conditions set forth in the Purchase Agreement and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement.

5. Exclusivity. Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity other than the parties and their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment and Assumption Agreement or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of Purchaser, its successors and assigns, and Seller, its successors and assigns.

6. Governing Law. This instrument shall be construed and governed in accordance with the internal laws of the state of Delaware, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Bill of Sale and Assignment and Assumption Agreement has been executed and delivered on the date first above written.

PLAN EXPRESS, INC.

PE NEWCO LLC

By: [Signature]

By: \_\_\_\_\_

Name: KENNETH B. FORSTEN

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

227580.2

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

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5. Exclusivity. Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity other than the parties and their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment and Assumption Agreement or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of Purchaser, its successors and assigns, and Seller, its successors and assigns.

6. Governing Law. This instrument shall be construed and governed in accordance with the internal laws of the state of Delaware, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Bill of Sale and Assignment and Assumption Agreement has been executed and delivered on the date first above written.

PLAN EXPRESS, INC.

PE NEWCO LLC

By: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Name: DAVID W. LONWAY

Title: \_\_\_\_\_

Title: President of LLC

227580.2

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]