

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
McMurry/TMG Group Holdings, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Content Marketing, LLC
<b>Street Address:</b>	400 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	85612704	RETURN ON CONTENT
Registration Number:	3385411	SMARTMOVES
Registration Number:	3336745	YOUR BEST
Registration Number:	3719183	HEALTHY BASICS
Registration Number:	3533347	GOOD HEALTH REPORT
Registration Number:	3431081	MCOM
Registration Number:	3602940	6
Registration Number:	3526148	CICERO SPEECHWRITING AWARDS
Registration Number:	3383802	MAGNUM OPUS AWARDS
Registration Number:	3494398	MANAGING PEOPLE AT WORK
Registration Number:	3486799	PUBLICATIONS MANAGEMENT
Registration Number:	3486797	COPY EDITOR
Registration Number:	3235568	CUSTOMPLUS
Registration Number:	3114750	HEALTHEDGE

**TRADEMARK**

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Registration Number:	2243715	WISEMOVES
Registration Number:	2215486	HEALTHYMOVES
Registration Number:	2173074	THE OFFICE PROFESSIONAL
Registration Number:	1907335	SERIOUS ABOUT SMALL BUSINESS
Registration Number:	1821238	VIM & VIGOR
Registration Number:	1695029	"IDEABANK"

**CORRESPONDENCE DATA**

Fax Number: 6179518736  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6179518000  
Email: jennifer.kagan@bingham.com  
Correspondent Name: Jennifer Kagan  
Address Line 1: One Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000363168
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	12/21/2012

**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of December 21, 2012, by and between McMurry/TMG Group Holdings, LLC, a Delaware limited liability company (the "Assignor"), and Content Marketing, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution Agreement dated December 21, 2012 (the "Contribution Agreement"); and

**WHEREAS**, pursuant to the Contribution Agreement, Assignor has assigned to Assignee, and Assignee has acquired from Assignor, the entire right, title and interest in and to the trademark registrations set forth on Schedule A (the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby consents to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

The Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to such Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or

hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

**McMURRY/TMG GROUP HOLDINGS, LLC,**  
a Delaware limited liability company

By: *[Signature]*

Name: Daniel M. Kortick

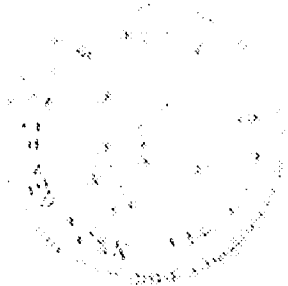
Its: President

STATE OF New York )  
COUNTY OF New York City ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on \_\_\_\_\_, 2012, Daniel M. Kortick personally known to me to be the President of McMURRY/TMG GROUP HOLDINGS, LLC, a Delaware limited liability company, on behalf of said corporation, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.

*[Signature]*

Notary Public, State of CHRISTINE D. FLAHERTY  
My Commission Expires: Notary Public, State of New York  
No. 01FL0134858  
County of Residence: Qualified in Queens County  
Commission Expires October 11, 2013



[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]

[Signature Page to Trademark Assignment -- Holding to Company]

**ASSIGNEE:**

**CONTENT MARKETING, LLC,**  
a Delaware limited liability company

By: *[Signature]*

Name: Daniel M. Kortick

Its: President

STATE OF New York )  
COUNTY OF New York City ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on \_\_\_\_\_, 2012, Daniel M Kortick personally known to me to be the President of CONTENT MARKETING, LLC, a Delaware limited liability company, on behalf of said corporation, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.

*[Signature]*

Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ **CHRISTINE D. FLAHERTY**  
County of Residence: \_\_\_\_\_ Notary Public, State of New York  
No. 01EL6134858  
Qualified in Queens County  
Commission Expires October 11, 2013



[Signature Page to Trademark Assignment -- Holding to Company]

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
1.	RETURN ON CONTENT	35, 41	85-612,704	04/30/2012			McMurry/TMG Group Holdings, LLC
2.	SMART MOVES	16, 41	78-796,826	01/23/2006	3,385,411	02/19/2008	McMurry/TMG Group Holdings, LLC
3.	YOUR BEST <i>Stylized Letters</i>	16	78-789,992	01/12/2006	3,336,745	11/13/2007	McMurry/TMG Group Holdings, LLC
	<b>yourbest</b>						
4.	HEALTHY BASICS	16	77-344,355	12/05/2007	3,719,183	12/01/2009	McMurry/TMG Group Holdings, LLC
5.	GOOD HEALTH REPORT	16	77-327,974	11/13/2007	3,533,347	11/18/2008	McMurry/TMG Group Holdings, LLC
6.	MCOM <i>Stylized Letters</i>	16	77-325,755	11/09/2007	3,431,081	05/20/2008	McMurry/TMG Group Holdings, LLC
	<b>MCOM</b>						
7.	6 <i>Stylized Letters</i>	16	76-685,023	12/17/2007	3,602,940	04/07/2009	McMurry/TMG Group Holdings, LLC
	<b>6</b>						
8.	CICERO SPEECHWRITING AWARDS	41	76-681,697	9/10/2007	3,526,148	11/04/2008	McMurry/TMG Group Holdings, LLC
9.	MAGNUM OPUS AWARDS	41	76-680,059	07/30/2007	3,383,802	02/19/2008	McMurry/TMG Group Holdings, LLC
10.	MANAGING PEOPLE AT WORK	16	76-679,581	07/16/2007	3,494,398	09/02/2008	McMurry/TMG Group Holdings, LLC

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
11.	PUBLICATIONS MANAGEMENT	16	76-678,896	06/29/2007	3,486,799	08/19/2008	McMurry/TMG Group Holdings, LLC
12.	COPY EDITOR	9, 16, 18, 21, 25	76-678,632	06/25/2007	3,486,797	08/19/2008	McMurry/TMG Group Holdings, LLC
13.	CUSTOMPLUS	41	76-638,631	05/16/2005	3,235,568	05/01/2007	McMurry/TMG Group Holdings, LLC
14.	HEALTHEDGE	16	76-628,263	01/18/2005	3,114,750	07/11/2006	McMurry/TMG Group Holdings, LLC
15.	WISEMOVES <i>Stylized Letters</i>	16	75-344,223	08/20/1997	2,243,715	05/04/1999	McMurry/TMG Group Holdings, LLC
	<b>Wisemoves</b>						
16.	HEALTHYMOVES <i>Stylized Letters</i>	16	75-344,222	08/20/1997	2,215,486	12/29/1998	McMurry/TMG Group Holdings, LLC
	<b>HealthyMoves</b>						
17.	THE OFFICE PROFESSIONAL	16	75-334,284	08/01/1997	2,173,074	07/14/1998	McMurry/TMG Group Holdings, LLC
18.	SERIOUS ABOUT SMALL BUSINESS	16, 35	75-549,932	07/15/1994	1,907,335	07/25/1995	McMurry/TMG Group Holdings, LLC
19.	VIM & VIGOR	16	74-300,480	08/03/1992	1,821,238	02/15/1994	McMurry/TMG Group Holdings, LLC
20.	"IDEABANK"	42	74-106,613	10/17/1990	1,695,029	06/16/1992	McMurry/TMG Group Holdings, LLC