

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
Ninety Five 5, LLC		03/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Franklin Covey Client Sales, Inc.		
Street Address:	2200 West Parkway Blvd.		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85745919	THE DOTTED LINE	
Serial Number:	85745904	THE DOTTED LINE	
Serial Number:	85745823	THE DOTTED LINE	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	M238318 ~ 480501-995		

CH \$90.00 85745919

NAME OF SUBMITTER:	Stephen A. Zemanick
Signature:	/SAZ 2222/
Date:	03/14/2013
Total Attachments: 4 source=Assignment of Trademarks and Service Marks-v4 - Executed#page1.tif source=Assignment of Trademarks and Service Marks-v4 - Executed#page2.tif source=Assignment of Trademarks and Service Marks-v4 - Executed#page3.tif source=Assignment of Trademarks and Service Marks-v4 - Executed#page4.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Ninety Five 5, LLC, a Delaware limited liability company, ("Assignor"), is the owner of the trademark and service mark applications set forth on **Exhibit A** hereto (collectively, including the underlying trademark and service mark rights, the "Marks");

WHEREAS, Assignor desires to assign and Franklin Covey Client Sales, Inc., a Utah corporation, ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith;

WHEREAS, Assignor has filed a trademark application, indicating the intention to use the trademark represented therein, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Lanham Act, (the "ITU Mark");

WHEREAS, Assignor desires to assign the ITU Mark as part of the entire business or portion thereof to which the ITU Mark pertains as required by § 10 of the Lanham Act and Assignee desires to receive all of Assignor's right, title and interest in, to and under the ITU Mark, together with the portion of the business to which the ITU Mark pertains;

WHEREAS, Assignor and Assignee and the other parties thereto have executed that Asset Purchase Agreement (the "Asset Purchase Agreement") as of March 11, 2013 (the "Effective Date"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in, to and under the Marks, in all jurisdictions, together with the goodwill associated therewith, and together with the portion of the business to which the ITU Mark pertains and symbolized by the ITU Mark, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments reasonably requested by Assignee, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in, to and under the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor and, in each case, at the sole cost and expense of Assignee.

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IN TESTIMONY WHEREOF, each of Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative to be effective as of the Effective Date.

NINETY FIVE 5, LLC

FRANKLIN COVEY CLIENT SALES, INC.

By: Randal T. Illig

By: _____

Name: Randal T. Illig

Name: _____

Title: CEO

Title: _____

IN TESTIMONY WHEREOF, each of Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative to be effective as of the Effective Date.

NINETY FIVE 5, LLC

FRANKLIN COVEY CLIENT SALES, INC.

By: _____

By: Stephen D. Young

Name: _____

Name: Stephen D. Young

Title: _____

Title: President

EXHIBIT A ¹

	Trademark	Country	Application No.
*	THE DOTTED LINE	U.S.	85/745,919
	THE DOTTED LINE	U.S.	85/745,904
	THE DOTTED LINE	U.S.	85/745,823

¹ The listed trademark with an * notation is the ITU Mark as defined herein.