

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
The Huntington National Bank		07/10/2013	National Banking Institution: UNITED STATES
RECEIVING PARTY DATA			
Name:	Stampede Presentation Products, Inc.		
Street Address:	55 Woodridge Drive		
City:	Amherst, NY 14228		
State/Country:	NEW YORK		
Postal Code:	14228		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3829772	TAP-IT	
Serial Number:	85519587	SE	
Serial Number:	85519556	SMARTED SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2416-861-7818		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Christina J. Moser		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Christina J. Moser		

Signature:	/cjm/
Date:	07/31/2013
Total Attachments: 2 source=stampede assignment#page1.tif source=stampede assignment#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is dated as of July 10, 2013 (the "Effective Date"), by and between The Huntington National Bank, a national banking institution, in its capacity as secured party in possession of the assets of Cleveland Corporate Services, Inc., an Ohio corporation (the "Seller"), and Stampede Presentation Products, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are parties to a certain Secured Party Asset Purchase Agreement of a date even herewith (the "Purchase Agreement"), wherein Seller transferred substantially all of the assets of Cleveland Corporate Services, Inc.'s TAP-it® business line to Buyer. Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1. **Sale of Trademarks on "AS IS" and "WHERE IS" Basis.** Pursuant to, and except as otherwise provided in the Purchase Agreement, Seller hereby sells, conveys, assigns and transfers to Buyer, and Buyer hereby accepts on an "AS IS" and "WHERE IS" basis, with all faults, all right, title and interest of Seller in and to any and all registered and unregistered trademarks and copyrights throughout the world, including any and all allocations, registrations and common law marks, together with the goodwill of the Business associated with and symbolized by same, held by Seller, including rights in and to the trademark TAP-it® (serial # 77790109; registration # 3829772), and service marks related to SmartEd Services (serial #s 85519587, 85519556); together with all common law rights therein and the right of Seller to sue for past and future infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. **Effect of Agreement.** Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

3. **Cooperation.** Seller hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Buyer, or its successors or assigns may consider necessary in connection with the Marks and the assignment herein to Buyer.

4. **Execution in Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Ohio, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

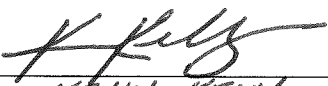
SELLER:

THE HUNTINGTON NATIONAL BANK,
as secured party in possession of the assets of
Cleveland Corporate Services, Inc.

By: 
Name: DAVID J. BARTLETT
Its: SENIOR VICE PRESIDENT

BUYER:

STAMPEDE PRESENTATION
PRODUCTS, INC.

By: 
Name: KEVIN KELLY
Its: PRESIDENT & COO