

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
ProfitPoint, Inc.		07/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clutch Holdings LLC		
Street Address:	201 S. Maple Ave.; Suite 250		
Internal Address:	Attn: Edmund Moore, Jr. c/o Clutch Holdings, Inc.		
City:	Ambler		
State/Country:	PENNSYLVANIA		
Postal Code:	19002		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2996855	PROFITPOINT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102691-0001		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

CH \$40.00 2996855

Date:

08/02/2013

Total Attachments: 4

source=Trademark Assignment (executed)#page1.tif

source=Trademark Assignment (executed)#page2.tif

source=Trademark Assignment (executed)#page3.tif

source=Trademark Assignment (executed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*") is made and entered into as of July 31, 2013 (the "*Effective Date*") by and between ProfitPoint, Inc., a Delaware corporation ("*Assignor*"), and Clutch Holdings LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of even date herewith (the "*Agreement*") by and among Assignor, Assignee and Clutch Holdings, Inc., Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "*Trademarks*").

2. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

PROFITPOINT, INC.

By: _____

Name: Glenn Rieger

Title: Chairman

ASSIGNEE:

CLUTCH HOLDINGS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

PROFITPOINT, INC.


By: _____

Name: _____

Title: _____

ASSIGNEE:

CLUTCH HOLDINGS LLC

By:  _____

Name: EDWARD HENRY JR. _____

Title: CEO _____

SCHEDULE A

Description	Registration/ Serial No.	Registration/ File Date
PROFITPOINT	2996855 76605721	9/20/2005 8/5/2004

DB1/75201468.1