



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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
Personnel Decisions International Corporation		12/23/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Questar Data Systems, Inc.		
Street Address:	5900 Baker Road 2905 West Service Road		
City:	Minnetonka Eagan		
State/Country:	MINNESOTA		
Postal Code:	55345 55121		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2250279	PROFILOR	
Registration Number:	1791544	THE PROFILOR	

CORRESPONDENCE DATA

Fax Number: 6123329081
Phone: 612.336.4725
Email: nmatthews@merchantgould.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Danielle I. Mattessich
Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	16287.2US01
NAME OF SUBMITTER:	Danielle I. Mattessich
Signature:	/daniellemattessich/
Date:	08/09/2013

Total Attachments: 6
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RECEIPT INFORMATION

ETAS ID: TM277499
Receipt Date: 08/09/2013
Fee Amount: \$65

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 23 day of December 2008, by and between Personnel Decisions International Corporation, a Minnesota corporation, having its principal place of business at 2000 Plaza VII Tower, 45 South Seventh Street, Minneapolis, MN 55402 ("PDI") and Questar Data Systems, Inc., a Minnesota corporation, having a place of business at 2905 West Service Road, Eagan, MN 55121 ("Questar").

WITNESSETH

WHEREAS, PDI presently owns the Conveyed Assets (as that term is defined below) including certain trademarks, trade names, registrations and/ or applications for the Trademarks for related to the Conveyed Assets; and the goodwill associated therewith; and

WHEREAS, Questar wishes to purchase from PDI and PDI wishes to sell to Questar the Conveyed Assets.

[REDACTED]

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 "Closing Date" shall mean the date on which the transactions contemplated by this Agreement are consummated.

1.2 "Conveyed Assets" shall mean the "PROFILOR" family of multi-rater products described in Section 1.3 and the Trademarks set forth in the "Exhibit A - Assignment of Trademarks".

1.3 "PROFILOR" shall mean:

- (a) PROFILOR trade name, goodwill and brand in the US and throughout the world
- (b) PROFILOR templates and formats previously provided to Questar
- (c) PROFILOR look and feel
- (d) All product (application) enhancements and/or modifications to the PROFILOR previously made by Questar that were paid for by PDI and hence owned by PDI.

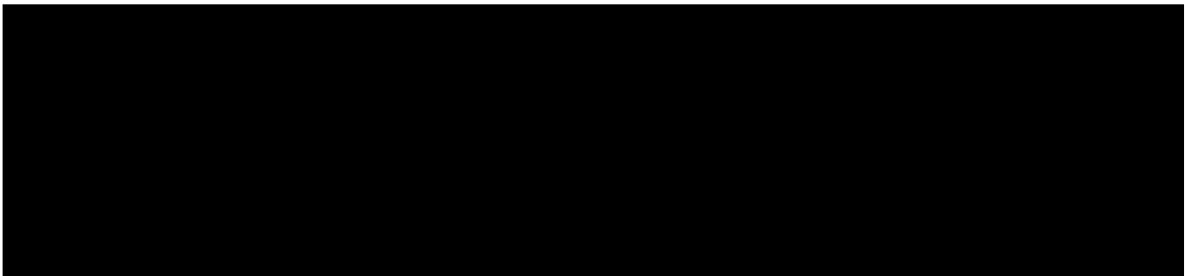
[REDACTED]

1.4 "Trade Marks" shall refer to those U.S. and foreign trade marks, services marks, imprints, logos, trade dress and trade names whether or not registered and all issued registrations, pending applications as set forth on Schedule A to the Assignment of Trademarks relating to the name "PROFILOR" and all names, designs, logos, trade names and the like used on or in connection with Conveyed Assets bearing the names as set forth on that Schedule.

[REDACTED]

2. PURCHASE AND SALE

2.1 Sale. Upon the terms and subject to the conditions of this Agreement Questar agrees to purchase the Conveyed Assets for the Purchase and License Consideration set forth in Article 5 and PDI will sell, convey, transfer, deliver and assign to Questar, all rights, title and interest in and to the Conveyed Assets. as well as any other assignments, conveyances and bills of sale as Questar may reasonably request to convey to Questar good and marketable title to all the Conveyed Assets free and clear of all mortgages, pledges, liens, licenses, rights of possession, security interest, restrictions, encumbrances, charges, title retention conditionals sale or other security arrangements and all claims or agreements of any nature whatsoever, as well as such other instruments of conveyance as may reasonably necessary both at and after the Closing Date to effect or evidence the transfers contemplated hereby.



3. CLOSING

4. DELIVERABLES AT CLOSING



5. PURCHASE PRICE.



7. RIGHTS TO DATA



8. PDI'S OBLIGATIONS

[REDACTED]

9. PDI'S INDEMNIFICATION

[REDACTED]

10. QUESTAR'S INDEMNIFICATION

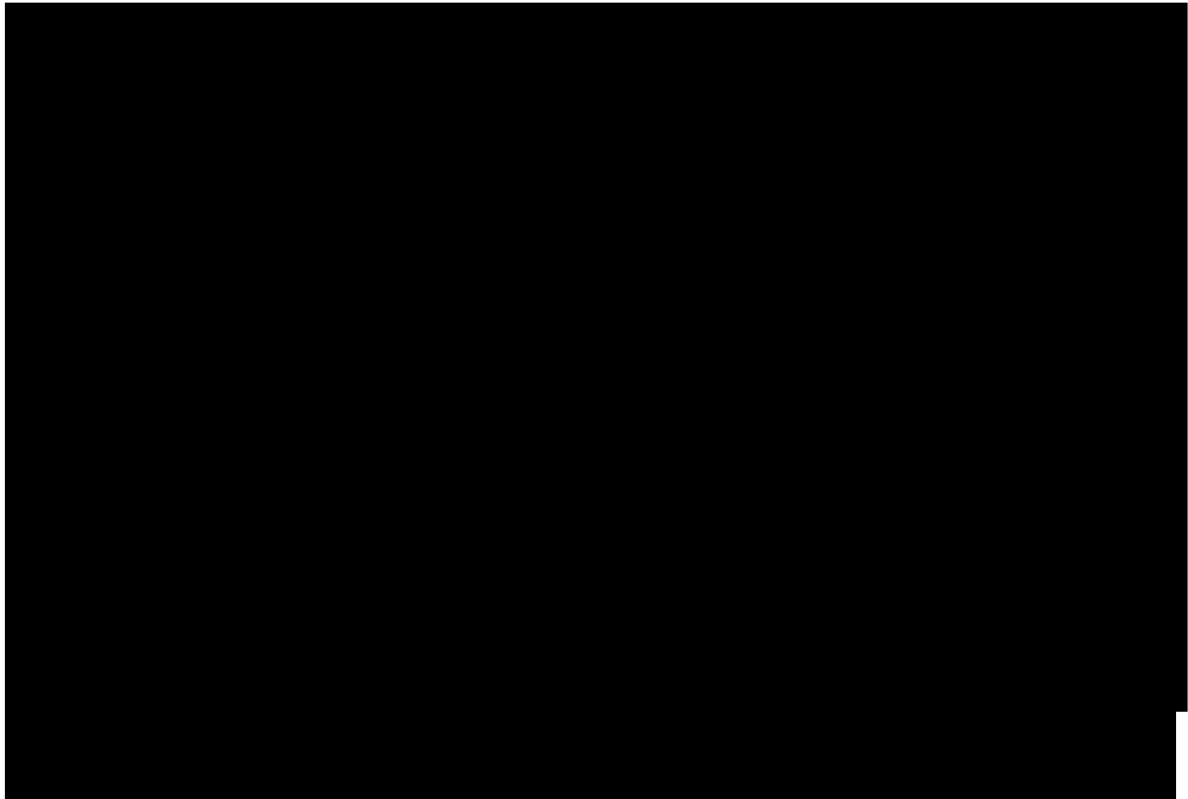
[REDACTED]

11. INTENTIONALLY OMITTED

12. SELLER'S REPRESENTATIONS

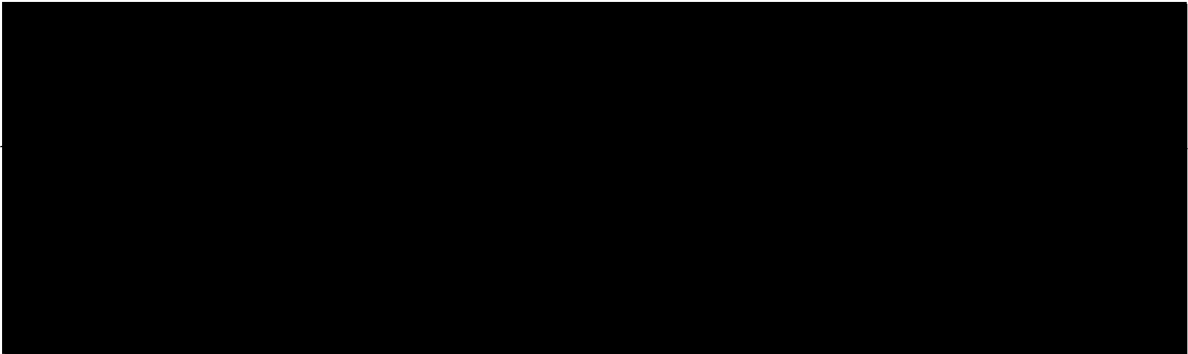
PDI hereby makes the following representations and warranties:

[REDACTED]

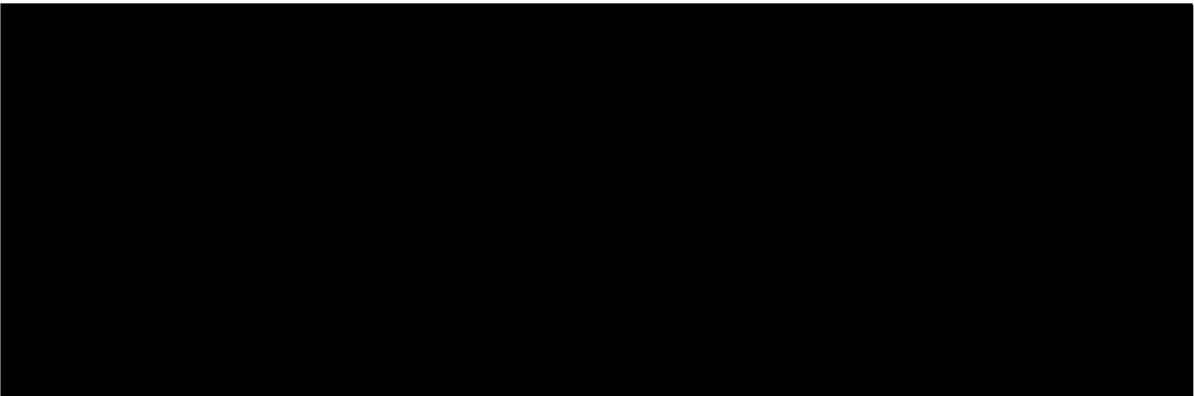


13. QUESTAR'S REPRESENTATIONS

Questar hereby makes the following representations and warranties:



14. CONDITIONS PRECEDENT





15. EXPENSES & FEES



16. GOVERNING LAW AND JURISDICTION



17. WAIVER



18. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNITIES



19. COUNTERPARTS



20. ENTIRE AGREEMENT

[REDACTED]

21. AMENDMENT

[REDACTED]

22. NOTICES

[REDACTED]

23. THIRD PARTIES

[REDACTED]

24. HEADINGS

The Article and Section headings of this Agreement are for the convenience of the parties and shall not govern the construction or interpretation of this Agreement or any of its counterparts.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in their names as of the date first above written.

QUESTAR DATA SYSTEMS, INC.

By: *Woodrow Daep*

Title: President

Date: 12/24/2008

PERSONNEL DECISIONS INTERNATIONAL CORPORATION

By: *Maly*

Title: EVA-CFO

Date: 12/23/08