

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
Experient Inc.		08/28/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Marksmen, Inc.		
Street Address:	116 N. Maryland Ave.		
Internal Address:	Suite 120		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91206		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3279615	SMARTEVENT	
Registration Number:	3279614	SMARTEVENT	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.363.000		
Email:	cfgoss@faysharpe.com		
Correspondent Name:	Colleen Flynn Goss		
Address Line 1:	1228 Euclid Ave		
Address Line 2:	The Halle Building, 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	PLSZ500034US01		
NAME OF SUBMITTER:	Colleen Flynn Goss		

OP \$65.00 3279615

Signature:	/colleenfgoss/
Date:	09/18/2013
Total Attachments: 6 source=DOC157#page1.tif source=DOC157#page2.tif source=DOC157#page3.tif source=DOC157#page4.tif source=DOC157#page5.tif source=DOC157#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 28, 2013 (the "Effective Date") by and between Experient Inc., a Missouri corporation with a principal place of business at 1374 North Highway Drive, Fenton, MO 63099, ("Assignor"), and Marksmen, Inc., a Delaware corporation with a principal place of business at 116 N. Maryland, Ave., Suite 120 Glendale, CA 91206 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Transfer and Assignment Agreement dated August 20, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the Trademarks and the trademark registrations and trademark applications appertaining thereto listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights to collect royalties and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.
3. Information and Assistance. Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other

party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:
Experient Inc.

By: *Michael G. Guerrero*
Name: *Michael G. Guerrero*
Title: *Division President, Event management*

Acknowledged and Accepted:

ASSIGNEE:
Marksmen, Inc.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:
Experient Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

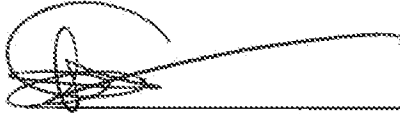
ASSIGNEE:
Marksmen, Inc.

By:  _____
Name: Kenneth Lim
Title: COO

NOTARIAL CERTIFICATE

County of Cuyahoga
State of Ohio

I, Colleen F. Goss, the undersigned Notary Public do hereby certify that Michael S. Guerriero as Divisional President, Event Management of Experient Inc., a Missouri corporation, who signed the foregoing Assignment document, was authorized to execute the foregoing Assignment document on behalf of Experient Inc., and to me acknowledged that he did sign said document.



Notary Public

8/28/13



COLLEEN F. GOSS, Attorney
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

SCHEDULE A TO TRADEMARK ASSIGNMENT

SmartEvent

SMARTEVENT

serial number 78832278
serial number 78832252

Reg. No. 3279615
Reg. No 3279614

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