

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															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>BoxTop Media LLC d/b/a FreshSpace Media</td> <td></td> <td>12/20/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	BoxTop Media LLC d/b/a FreshSpace Media		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE				
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<table border="1"> <tr> <td>Name:</td> <td>Advantage Sales & Marketing LLC</td> </tr> <tr> <td>Street Address:</td> <td>18100 Von Karman Ave., Suite 1000</td> </tr> <tr> <td>City:</td> <td>Irvine</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92612</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </table>				Name:	Advantage Sales & Marketing LLC	Street Address:	18100 Von Karman Ave., Suite 1000	City:	Irvine	State/Country:	CALIFORNIA	Postal Code:	92612	Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA
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PROPERTY NUMBERS Total: 3															
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CORRESPONDENCE DATA															
<p>Fax Number: 2063597979 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email: JJolley@PerkinsCoie.com Correspondent Name: Jennifer L. Jolley Address Line 1: 1201 Third Avenue, Suite 4900 Address Line 4: Seattle, WASHINGTON 98101-3099</p>															
ATTORNEY DOCKET NUMBER:	88337-0004														
NAME OF SUBMITTER:	Jennifer L. Jolley														
Signature:	/jennifer l jolley/														

OP \$90.00 85769851

Date:

12/26/2013

Total Attachments: 7

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TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 20, 2013, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), BoxTop Media LLC (d/b/a FreshSpace Media), a Delaware limited liability company ("Seller"), and Steven Trepp ("Trepp" and together with Seller, the "Assignors" and each an "Assignor") pursuant to that certain Asset Purchase Agreement, dated December 20, 2013 (the "Purchase Agreement"), by and between Buyer and Seller. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Buyer is purchasing from Seller all of Seller's rights, titles and interests in and to, all of its assets and property, tangible and intangible, of every kind and description (other than the Excluded Assets) in exchange for cash and other consideration as set forth in the Purchase Agreement (the "Transaction");

WHEREAS, Trepp is an officer and equity holder of Seller, and will derive substantial benefit from the consummation of the Transaction;

WHEREAS, as a condition to Buyer's willingness to enter into the Purchase Agreement, the Assignors and Buyer have agreed to enter into this Assignment; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Buyer hereby agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

"Assignor Web Sites" means the web site located at www.freshspace.com, and all web sites located at all Domain Names together with all urls owned and/or controlled by an Assignor and listed on Schedule A.

“Assignor Web Site Content” means the aspects of the domain located at any Assignor Web Site that may be perceived by the person accessing the Assignor Web Site and/or that constitute the underlying code or programming infrastructure that are owned and/or controlled by an Assignor. Assignor Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on an Assignor Web Site and the Trademarks used in connection with an Assignor Web Site that are owned and/or controlled by an Assignor. Assignor Web Site Content also includes any code used to create any element of the Assignor Web Site Content that is owned and/or controlled by an Assignor.

“Social Media Sites” means the social media pages and accounts listed on Schedule A, inclusive of all Assignor Web Site Content located at such pages and through such accounts.

2. Trademark Assignment. Effective at the Closing, Seller hereby assigns, transfers and contributes to Buyer, all of such Seller’s right, title and interest in and to the Trademarks listed on Schedule A attached to this Assignment, together with any and all goodwill associated with the Trademarks listed on Schedule A.

3. Trade Name Assignment. Effective at the Closing, each Assignor hereby irrevocably assigns, transfers and contributes to Buyer, all of such Assignor’s right, title and interest in and to the Trade Names listed on Schedule A attached to this Assignment, together with any and all goodwill associated with the Trade Names.

4. Domain Name Assignment. Effective at the Closing, each Assignor hereby assigns, transfers and contributes to Buyer, all of such Assignor’s right, title and interest in and to the registrations of the Domain Names listed on Schedule A to this Assignment, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

5. Registrar Procedures. Each Assignor will take the steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within Twenty Four (24) hours of Closing, Assignors shall initiate the transfer of the Domain Names to Buyer. At and after the date hereof, each Assignor will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer’s reasonable request.

6. Assignor Web Site Content and Social Media Sites Assignment. Effective at the Closing, each Assignor hereby assigns, transfers and contributes to Buyer, all of its right, title and interest in and to any Assignor Web Site Content and the Social Media Sites, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to Assignor Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for

past infringements thereof, and any and all goodwill associated with the Assignor Web Site Content.

7. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, each Assignor will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

8. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names and Assignor Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BUYER:

ADVANTAGE SALES & MARKETING LLC

By: 

Name: _____

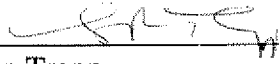
Its: _____

Dawn Stevens
Chief Financial Officer

[Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement]

SELLER:

BOXTOP MEDIA LLC (D/B/A FRESHSPACE
MEDIA)

By: 
Name: Steven Trepp
Its: Chief Executive Officer

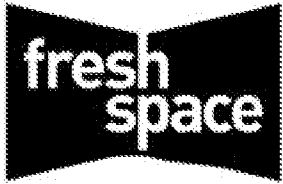


Steven Trepp

Schedule A

List of Trademarks, Trade Names, Domain Names, and Social Media Sites

Trademarks:

Mark	Serial/Registration No.	Current Owner	Current Status
FRESH SPACE	Serial No. 85/769,851	BoxTop Media LLC	Pending; Statement of Use filed December 3, 2013
FRESH SPACE and Design 	Serial No. 85/779,823	BoxTop Media LLC	Pending; Statement of Use filed December 3, 2013
TAKING MEDIA TO A WHOLE NEW PLACE	Serial No. 85/770,004	BoxTop Media LLC	Pending; Statement of Use filed December 3, 2013

Trade Names:

Fresh Space
FreshSpace
FreshSpace Media
Fresh Space Media
FreshSpace Media LLC
BoxTop Media

Domain Names:

Any domain names used in the Business, including:

www.freshspace.com
www.freshspacemedia.com
www.boxtopmedia.com
www.rewardsformom.com
www.rewards4mom.com

Social Media Sites:

FreshSpace LinkedIn Account