

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
Dialogue Marketing, Inc.		12/31/2013	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	DMI GC Holdings, LLC
Street Address:	300 Park Street, Suite 380
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3733929	YDONATE
Registration Number:	4367080	INTELECLOSE
Registration Number:	3825650	DRM TOUCH
Registration Number:	3536801	RECRUITING DONORS FOR LIFE
Registration Number:	3540013	DONOR DIALOGUE RECRUITING DONORS FOR LIF
Registration Number:	3180464	DONOR DIALOGUE
Registration Number:	3061375	PREFERENCE MARKETING

**CORRESPONDENCE DATA**

Fax Number: 2485668531  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 248-566-8530  
 Email: tmdocketing@honigman.com  
 Correspondent Name: Honigman Miller Schwartz and Cohn LLP  
 Address Line 1: 39400 Woodward Avenue, Suite 101  
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

CH \$190.00 3733929

ATTORNEY DOCKET NUMBER:	224883-346900
NAME OF SUBMITTER:	Julie E. Reitz
Signature:	/Julie Reitz/
Date:	01/02/2014
Total Attachments: 5 source=IP Assignments - Dialogue Marketing#page1.tif source=IP Assignments - Dialogue Marketing#page2.tif source=IP Assignments - Dialogue Marketing#page3.tif source=IP Assignments - Dialogue Marketing#page4.tif source=IP Assignments - Dialogue Marketing#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of December 31, 2013, between Dialogue Marketing, Inc., a Michigan corporation located at 3252 University Drive, Suite 165 Auburn Hills, MI 48326 ("Assignor") and DMI GC Holdings, LLC, a Delaware limited liability company located at 300 Park Street, Suite 380 Birmingham, MI 48009 ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties". Capitalized terms not otherwise defined in this Assignment will have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to buy, and Assignor has agreed to sell the Acquired Assets;

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Marks; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Assignment, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the "**Marks**"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

**Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks or assist any third party in any of the foregoing.

**Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or

indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

**Conflict With Purchase Agreement.** This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

**Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

**Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

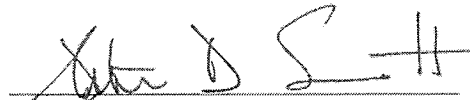
**Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR: Dialogue Marketing, Inc.

ASSIGNEE: DMI GC Holdings, LLC.

By:   
Name: Peter D. Schmitt  
Title: President and CEO

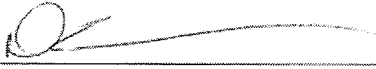
By: \_\_\_\_\_  
Name: Douglas S. Kearney  
Title: President, Secretary and Treasurer

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.


ASSIGNOR: Dialogue Marketing, Inc.

ASSIGNEE: DMI GC Holdings, LLC.

By: \_\_\_\_\_  
Name: Peter D. Schmitt  
Title: President and CEO

By:  \_\_\_\_\_  
Name: Douglas S. Kearney  
Title: President, Secretary and Treasurer

**EXHIBIT A**  
**MARKS**

<b>Mark</b>	<b>Source</b>	<b>Status</b>	<b>App. Date/ No. Reg. Date/No.</b>
YDONATE	USPTO	Registered	App 01-JUN-2009 App 77749088 Reg 05-JAN-2010 Reg 3733929
INTELECLOSE	USPTO	Registered	App 09-JUL-2012 App 85671446 Reg 16-JUL-2013 Reg 4367080
DRM TOUCH	USPTO	Registered	App 16-APR-2008 App 77449902 Reg 27-JUL-2010 Reg 3825650
RECRUITING DONORS FOR LIFE	USPTO	Registered	App 16-APR-2008 App 77449951 Reg 25-NOV-2008 Reg 3536801
DONOR DIALOGUE RECRUITING DONORS FOR LIFE 	USPTO	Registered	App 16-APR-2008 App 77449998 Reg 02-DEC-2008 Reg 3540013
DONOR DIALOGUE	USPTO	Registered	App 13-DEC-2005 App 78772169 Reg 05-DEC-2006 Reg 3180464
PREFERENCE MARKETING	USPTO	Registered	App 01-MAR-2005 App 78577354 Reg 21-FEB-2006 Reg 3061375

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