900276186 01/02/2014

TRADEMARK ASSIGNMENT 01/02/2014 Electronic Version v1.1 900276186 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 Exel Direct Inc. 11/12/2013 CORPORATION: CALIFORNIA RECEIVING PARTY DATA Name: MXD Group, Inc. Street Address: 7795 Walton Parkway, Suite 400 New Albany State/Country: Õhio Postal Code: 43054 Entity Type: CORPORATION: CALIFORNIA PROPERTY NUMBERS Total: 2 **Property Type Number** Word Mark Serial Number: 86024284 MXD GROUP Serial Number: 86041630 MXD GROUP CORRESPONDENCE DATA Fax Number: 4803855061 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. Phone: 4803855060 docketing@ifllaw.com Email: Ingrassia Fisher & Lorenz, P.C. Correspondent Name: Address Line 1: 7010 E. Cochise Rd. Scottsdale, ARIZONA 85253 Address Line 4: ATTORNEY DOCKET NUMBER: 128.0003 NAME OF SUBMITTER: Jeffrey P. Thennisch Signature: /Jeffrey P. Thennisch/

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is by and between Exel Direct Inc., a California corporation, having a place of business at 570 Polaris Parkway in Westerville, Ohio 43082 (hereinafter "ASSIGNOR"), and MXD Group, Inc., a California corporation, having a go-forward place of business at 7795 Walton Parkway, Suite 400 in New Albany, Ohio 43054 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title in and to U.S. Serial No. 86/024,284 for MXD GROUP (word mark) and U.S. Serial No, 86/041,630 for MXD GROUP (and logo design), as set forth hereto as Exhibit A (hereinafter "the Marks"), together with any and all common law trademark rights and the goodwill of the business connected with and symbolized by the Marks;

WHEREAS, ASSIGNOR wishes to assign, and ASSIGNEE wishes to acquire, all right, title and interest that ASSIGNOR may possess in and to the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree that:

ASSIGNMENT

In exchange for good and valuable consideration of One Dollar (\$1.00), as may be required in some legal jurisdictions to recognize this document, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest, in the United States and throughout the World, owned or otherwise held by ASSIGNOR in and to the Marks identified and shown in the attached Exhibit A (the "Marks"), and the goodwill of the business connected with and symbolized by the Marks, along with all rights to to U.S. Serial No. 86/024,284 for MXD GROUP (word mark) and U.S. Serial No, 86/041,630 for MXD GROUP (and logo design).

EXPENSES AND MAINTENANCE

ASSIGNEE shall bear the burden and expense of any recordation of this Assignment and other documents evidencing this transaction. Specifically, it shall be the ASSIGNEE'S sole responsibility to prepare, file, record, and submit any required documents and payments for this Assignment before the U.S. Patent & Trademark Office, as well as other costs that may be required, from time to time, to maintain the Marks set forth at Exhibit A.

3. MODIFICATIONS

This Assignment may be changed only by written amendment signed by both parties.

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4. SUCCESSORS AND ASSIGNS

This Assignment shall inure to and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date written below.

Delaber 18, 2013

EXEL DIRECT INC.

(ASSIGNOR)

November <u>10</u>, 2013

MXD GROUP, INC. (ASSIGNEE)

EXHIBIT A

The Following Pending Applications And All Common Law Rights & Goodwill Associated With:

U.S. Serial No. 86/024,284 for MXD GROUP (word mark)

U.S. Serial No, 86/041,630 for MXD GROUP (and logo design)

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