



Form USPTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2012)

03/04/2014



103666408

S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

Re 03-04-14  
900279922

To the Director of the U. S. Patent and Trademark Office at the address(es) below.

1. Name of conveying party(ies):

YOU TECHNOLOGY, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 6, 2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: YOU TECHNOLOGY, LLC

Street Address: c/o The Kroger Co., 1014 Vine Street

City: Cincinnati

State: Ohio

Country: USA Zip: 45202

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
See attached sheet.

B. Trademark Registration No.(s)  
See attached sheet.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached sheet.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: You Technology, Inc.

Internal Address: c/o Och-Ziff Capital Management Group  
Attn: Timothy Gray

Street Address: 9 West 57th Street

City: New York

State: NY Zip: 10019

Phone Number: (646) 826-5737

Docket Number:

Email Address: Timothy.Gray@ozcap.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number



Authorized User Name

9. Signature: Timothy Gray February 6, 2014  
Signature Date

Timothy Gray  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Item 4 - List of Trademarks Being Assigned by You Technology, Inc. to You Technology, LLC**

Trademark	Image	Status	Reg. No.	App. No.
uConnect	N/A	App.	N/A	85043122
uPromote	N/A	App.	N/A	85043107
uCoupon	N/A	App.	N/A	85043094
uEngage	N/A	App.	N/A	85043115
uInsight	N/A	Allowed App.	N/A	85043074
CATALYST	N/A	App.	NA	85083522
U logo		Reg.	3958026	77206071
You Technology and U logo		Reg.	3958027	77206113

## 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
YOU TECHNOLOGY, INC.		02/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	YOU TECHNOLOGY, LLC		
Street Address:	c/o The Kroeger Company		
Internal Address:	1014 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3958026	U	
Registration Number:	3958027	YOU TECHNOLOGY U	
Serial Number:	85083522	CATALYST	
Serial Number:	85043074	UINSIGHT	
Serial Number:	85043115	UENGAGE	
Serial Number:	85043094	UCOUPON	
Serial Number:	85043107	UPROMOTE	
Serial Number:	85043122	UCONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3053756152		
Email:	swells@bilzin.com		

OP \$215.00 3958026

**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**(YTI)**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made effective as of 11:59 PM (the "*Effective Time*") on February 6, 2014 (the "*Closing Date*"), by You Technology, Inc., a Delaware corporation ("*Assignor*"), to and in favor of You Technology, LLC, an Ohio limited liability company ("*Assignee*").

**RECITALS**

A. Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement, effective as of the Closing Date (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to assign, transfer, convey and deliver to Assignee, at the Closing on the Closing Date, all of Assignor's Intellectual Property Assets, including, without limitation, all of Assignor's Marks, Patents, Copyrights, rights in mask words, Trade Secrets and Net Names, including, without limitation, those Intellectual Property Assets described on Exhibit A attached hereto (all of the foregoing, collectively, the "*Assigned Intellectual Property Assets*"), including, without limitation, with respect to any and all of the Assigned Intellectual Property Assets, any and all worldwide copyrights, patent rights, trade secret rights, trademark, trade name and/or service mark rights, and any and all rights with respect to trade dress, Internet domain names, logos and corporate names, and any and all registrations and applications with respect to any and/or all of the foregoing, and any and all other intellectual property rights with respect to the Assigned Intellectual Property Assets, and, in each case, together with all of the goodwill associated therewith and/or symbolized thereby (all of the foregoing, including, without limitation, all such Assigned Intellectual Property Assets, collectively, the "*Assigned Intellectual Property Rights*").

B. Assignor and Assignee desire to effectuate and consummate each of the transactions described and contemplated in the immediately preceding Recital.

C. All capitalized terms used in this Assignment (including, without limitation, these Recitals) that are not defined in this Assignment shall have the respective meanings specified in the Purchase Agreement.

**AGREEMENT**

In consideration of the foregoing Recitals, and the mutual promises herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, agree as follows:

1) Recitals. The foregoing Recitals are incorporated by reference herein and made a substantive part hereof. However, the foregoing Recitals are qualified in their entirety by the terms and provisions of the Purchase Agreement.

2) Sale and Assignment. Assignor assigns, transfers, conveys and delivers to Assignee, its successors and assigns, and Assignee accepts the assignment, transfer, conveyance and delivery of, all of the Assignor's right, title and interest in and to all Assigned Intellectual Property Rights, in each case without representation or warranty of any kind or nature

whatsoever, express or implied, except as expressly set forth in the Purchase Agreement, effective in each case as of the Effective Time on the Closing Date.

3) Governing Law. This Assignment and the obligations hereunder will be governed by and construed under the laws of the State of Ohio without regard to conflicts-of-laws principles that would require the application of any other law.

4) Miscellaneous.

a) This instrument shall be binding upon and shall inure to the benefit of the respective successors and assigns of each of Assignor and Assignee.

b) Nothing contained herein shall be deemed or construed as relieving Assignor and Assignee of their respective obligations and duties under the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

c) This instrument may be executed in several counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this Assignment, and all so executed shall constitute one Assignment binding on all of the parties hereto.

*[Signature page follows.]*

Each of Assignor and Assignee has executed this Assignment effective as of the Effective Time on the Closing Date.

**Assignee:**

You Technology, LLC,  
an Ohio limited liability company

By: The Kroger Co., Managing Member

By:  \_\_\_\_\_ :  
Christopher Hjelm  
Senior Vice President and CIO

**Assignor:**

You Technology, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Each of Assignor and Assignee has executed this Assignment effective as of the Effective Time on the Closing Date.

**Assignee:**

You Technology, LLC,  
an Ohio limited liability company

By: The Kroger Co., Managing Member

By: \_\_\_\_\_:

Christopher Hjelm  
Senior Vice President and CIO

**Assignor:**

You Technology, Inc.,  
a Delaware corporation

By: 

Print Name: Kenneth Payne



Title: President

[Signature page to Assignment of Intellectual Property (YTI)]

**Exhibit A**

**Assigned Intellectual Property Assets**

1. The following Marks:

Country	Mark	Image	Status	Reg. No.	App. No.
United States	uConnect	N/A	App.	N/A	85043122
United States	uPromote	N/A	App.	N/A	85043107
United States	uCoupon	N/A	App.	N/A	85043094
United States	uEngage	N/A	App.	N/A	85043115
United States	uInsight	N/A	Allowed App.	N/A	85043074
United States	CATALYST	N/A	App.	N/A	85083522
United States	U logo		Reg.	3958026	77206071
United States	You Technology and U logo		Reg.	3958027	77206113

2. The following Patents:

Country	Title	Stage	Publication Number	Patent Number	App. No.
United States	High-Precision Customer-Based Targeting by Individual Usage Statistics	Patent	20050010472	8,412,566	10/616,486
United States	High-Precision Customer-Based Targeting by Individual Usage Statistics	Application	20130268356	N/A	13/797,517
Canada	Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	Application	N/A	N/A	2587983



United States	Method and System for Providing Household Information to Multiple Merchants	Application	20070282677	N/A	11/421,458
United States	Method and System for Distributing and Redeeming Targeted Offers to Customers	Application	20070162337	N/A	11/566,948
United States	Method of Distributing Information Via Mobile Devices and Enabling Its Use at a Point of Transaction	Application	20080097851	N/A	11/873,133
United States	High-precision Customer-based Targeting by Individual Usage Statistics	Application	20090177540	N/A	12/134,904
United States	System and Method for Managing a Proof of Purchase Reward Program	Application	20120066051	N/A	13/233,801
India	Method of Distributing Information Via Mobile Devices and Enabling Its Use at a Point of Transaction	Application	N/A	N/A	717/MUMNP/2009

3. The following Net Names:

- YOU.NET
- YOUTECH.COM
- YOUTECHOLOGIES.COM
- YOUTECHOLOGIES.NET
- YOUTECHOLOGY.COM
- YOUTECHOLOGY.NET
- COUPONCIERGE.COM
- COUPONCIERGE.NET