

## 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
Spark Commerce Inc.		12/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SCI Acquisition Sub, LLC		
Street Address:	2910 District Avenue, Suite 300		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85882041	GIVING INCENTIVES FOR TRANSACTING (GIFT)	
Serial Number:	86036016	SPARK COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	W1015.40000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
Signature:	/DRW/		

Date:

03/06/2014

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*"), dated as of December 24, 2013, is entered into between SPARK COMMERCE INC., a Delaware corporation ("*Assignor*"), and SCI ACQUISITION SUB, LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*"), pursuant to which, among other things, Assignor is agreeing to sell, and Assignee is agreeing to purchase, certain assets of Assignor related to the Assignor's intellectual property;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related solely to the Assignor's business (the "*Assigned IP*"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Assignment of Trademarks.** Effective as of the date hereof, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the following (collectively, the "*Assigned Trademarks*"): (i) the trademarks and related registrations and applications set forth in Schedule I hereto; and (ii) the goodwill of the business connected with the use thereof and symbolized thereby. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks.

**2. Relationship with the Asset Purchase Agreement.** This Assignment is intended to evidence the consummation of certain of the transactions contemplated by the Asset Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Assignment.

**3. Further Assurances.** Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

**4. Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

**5. Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, Assignor and Assignee caused this Trademark Assignment to be duly executed effective as of the date first written above.

SPARK COMMERCE INC.

By: [Signature]

Name: ANDREW MASS

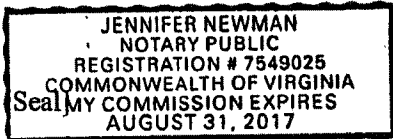
Title: President

**ACKNOWLEDGMENT**

STATE OF VA )

COUNTY OF FAIRFAX )

This instrument was acknowledged before me this 13 day of DECEMBER, 2013 by JENNIFER NEWMAN as NOTARY of VIRGINIA on behalf of such entity.



[Signature]  
Notary Public in and for  
the State of VIRGINIA

My commission expires: 31 Aug 2017

IN WITNESS WHEREOF, Assignor and Assignee caused this Trademark Assignment to be duly executed effective as of the date first written above.

SCI ACQUISITION SUB, LLC

BY: CUSTOMINK, LLC, ITS SOLE MANAGING MEMBER

By: [Signature]

Name: Kevin Cheatham

Title: CFO

**ACKNOWLEDGMENT**

STATE OF VIRGINIA )

COUNTY OF FAIRFAX )

This instrument was acknowledged before me this 13 day of DECEMBER, 2013 by JENNIFER NEWMAN, as NOTARY of VIRGINIA on behalf of such entity.

{Seal} JENNIFER NEWMAN  
NOTARY PUBLIC  
REGISTRATION # 7549025  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
AUGUST 31, 2017

Jennifer Newman  
Notary Public in and for  
the State of VIRGINIA

My commission expires: 31 Aug 2017

Schedule I

Trademarks

- Word Mark: GIVING INCENTIVES FOR TRANSACTING (GIFT); Serial Number: 85882041; filed March 21, 2013 with the U.S. Patent and Trademark Office
- Word Mark: SPARK COMMERCE; Serial Number: 86036016; filed August 13, 2013 with the U.S. Patent and Trademark Office