

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PromoWorks, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	CROSSMARK Consumer Engagements, LLC		
Street Address:	5100 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3561980	HEALTHTRENDS	
Registration Number:	3497044	HEALTH TRENDS SAMPLING NETWORK	
Registration Number:	3428614	MICONEXXION	
Registration Number:	3450954	PRODEMOWORKS	
Registration Number:	3060258	PROMOCHEF	
Registration Number:	3382950	PROMODEMO	
Registration Number:	3337566	PROMOLEARNINGCENTER	
Registration Number:	2982060	PROMOPULL	
Registration Number:	3129628	PROMOREPORTS	
Registration Number:	2733675	PROMOWORKS	
Registration Number:	3422720	PROMOWORKS	
Registration Number:	3506508	SAMPLEONE	
Registration Number:	3588199	SAMPLESAFE	
Registration Number:	3561979	STREETSTOPS	
Serial Number:	86018554	PROMOWORKS RETAIL MEDIA	
Serial Number:	85408627	CONVERTING SHOPPERS TO BUYERS	
CORRESPONDENCE DATA			
Fax Number:	2142000853		

OP \$415.00 3561980

TRADEMARK

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

Phone: 214-651-5262
Email: ipdocketing@haynesboone.com
Correspondent Name: Lisa Normand Congleton
Address Line 1: 2323 Victory Ave., Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	0026961.00008
NAME OF SUBMITTER:	Lisa Normand Congleton
SIGNATURE:	/Lisa Normand Congleton/
DATE SIGNED:	04/24/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of November 1, 2013 (this "Assignment"), is executed by CROSSMARK Consumer Engagements, LLC, a Delaware limited liability company ("Assignee") and Promo Works, L.L.C, an Illinois limited liability company ("Promo Works"), Retail Promotion Management LLC, an Illinois limited liability company ("RPM"), Star Chambers Enterprises, LLC, a California limited liability company ("SCE"), ServCorp LLC, a Florida limited liability company ("ServCorp"), Segment Promotions, Inc., a Delaware corporation ("Segment"), PromoWorks Promotions of Canada, Inc., a corporation existing under the laws of Canada ("PromoWorks Canada"), and The Star Chambers Enterprises, Inc., a Nevada corporation ("Star Chambers," and together with Promo Works, RPM, SCE, ServCorp, Segment and PromoWorks Canada, each an "Assignor" and together "Assignors"), pursuant to the Asset Purchase Agreement, dated as of the date hereof, among Assignee and Assignors (the "Purchase Agreement"). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

In consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

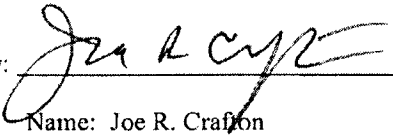
1. Assignment of Purchased Intellectual Property. Upon the terms and subject to the conditions of the Purchase Agreement, Assignors do hereby absolutely, unconditionally and irrevocably transfer, convey and assign to Assignee, all of Assignors' right, title and interest in, to and under, and all obligations under or relating to, the Purchased Intellectual Property, together with the right to sue for past infringement thereof, and all registrations and applications for registration thereof.
2. Limitation of Representations. This Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, claim or remedy under the Purchase Agreement, including any rights the parties hereto may have under the representations, warranties and indemnities set forth therein. If any provision of this Assignment is construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.
3. Counterparts. This Assignment may be executed in two or more counterparts (and by facsimile or portable document format (.pdf)), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.
4. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.
5. Binding Effect; Assignment. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment. No assignment of this Assignment or of any rights or obligations hereunder may be made by either party hereto (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

CROSSMARK Consumer Engagements, LLC

By: CROSSMARK, Inc., its sole member

By: 
Name: Joe R. Crafton

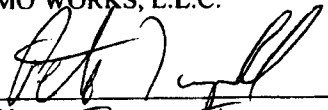
Title: Chief Executive Officer

***SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT***

**TRADEMARK
REEL: 005267 FRAME: 0468**

ASSIGNORS:

PROMO WORKS, L.L.C.

By: 

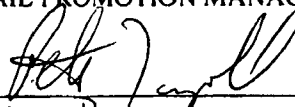
Name: Peter Tarnowski

Title: President & CEO

**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK
REEL: 005267 FRAME: 0469**

RETAIL PROMOTION MANAGEMENT LLC

By: 
Name: PETER TARNAPOW
Title: PRESIDENT & CEO

**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK
REEL: 005267 FRAME: 0470**

STAR CHAMBERS ENTERPRISES, LLC

By: 

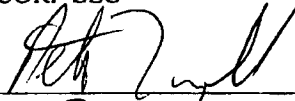
Name: PETER TACHOPOULOS

Title: PRESIDENT & CEO

**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK
REEL: 005267 FRAME: 0471**

SERVCORP LLC

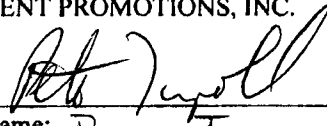
By: 
Name: PETER TANNAPOL
Title: PRESIDENT & CEO

*SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT*

TRADEMARK
REEL: 005267 FRAME: 0472

SEGMENT PROMOTIONS, INC.

By:

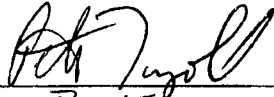


Name: PETER TARNAPOW
Title: PRESIDENT & CEO

**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK
REEL: 005267 FRAME: 0473**

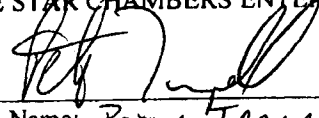
PROMOWORKS PROMOTIONS OF CANADA, INC.

By: 
Name: Peter T. Marapou
Title: CEO + Secretary

*SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT*

**TRADEMARK
REEL: 005267 FRAME: 0474**

THE STAR CHAMBERS ENTERPRISES, INC.

By: 
Name: PETROS TARKADON
Title: PRESIDENT & CEO

**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK
REEL: 005267 FRAME: 0475**

PROMOWORKS, L.L.C ACTIVE TRADEMARK LIST DATED SEPT 17, 2013

TRADEMARK	COUNTY	APPL NO.	REG NO.	CLASS	STATUS
CONVERTING SHOPPERS TO BUYERS	United States of America	85/408,627		35 Int.	Published
HEALTHTRENDS	United States of America	77/257,064	3,561,980	35 Int.	Registered
HEALTHTRENDS SAMPLING NETWORK	United States of America	78/652,128	3,497,044	35 Int.	Registered
MICONEXXION	United States of America	78/878,173	3,428,614	35 Int.	Registered
PRODEMOWORKS	United States of America	78/721,630	3,450,954	35 Int.	Registered
PROMOCHEF	United States of America	78/572,510	3,060,258	35 Int.	Registered
PROMODEMO	United States of America	78/706,342	3,382,950	40 Int.	Registered
PROMOLEARNINGCENTER	United States of America	78/706,348	3,337,566	41 Int.	Registered
PROMOPULL	United States of America	78/326,178	2,982,060	21 Int.	Registered
PROMOREPORTS	United States of America	78/706,311	3,129,628	09 Int.	Registered
PROMOWORKS	Canada	1,366,891	758,528	00 Int.	Registered
PROMOWORKS	United States of America	77/288,566	3,422,720	35 Int.	Registered
PROMOWORKS	United States of America	75/823,773	2,733,675	35 Int.	Registered
PROMOWORKS RETAIL MEDIA	United States of America	86/018,554		35 Int.	Pending
SAMPLEONE	United States of America	78/770,300	3,506,508	20 Int.	Registered
SAMPLESAFE	United States of America	77/299,711	3,588,199	41 Int.	Registered
STREETSTOPS	United States of America	77/257,049	3,561,979	35 Int.	Registered

TRADEMARK

RECORDED: 04/24/2014

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