

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StoreBoard Media LLC		04/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Advantage Sales and Marketing LLC		
Street Address:	18100 Von Karman Ave., Suite 1000		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4170386	STOREBOARDMEDIA	
Registration Number:	3572056	EYECURVE	
Registration Number:	3590447	STOREBOARD	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-359-6479		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jennifer L. Jolley		
Address Line 1:	1201 Third Ave, Ste 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	88337-0006		
NAME OF SUBMITTER:	Jennifer L. Jolley		
SIGNATURE:	/jennifer l jolley/		
DATE SIGNED:	05/02/2014		
Total Attachments: 7			
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**TRADEMARK, TRADE NAME AND
DOMAIN NAME ASSIGNMENT AGREEMENT**

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 25, 2014, is made and entered into by and among Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), StoreBoard Media LLC, a Delaware limited liability company ("Seller"), and Richard Sirvaitis ("Sirvaitis" and together with Seller, the "Assignors" and each an "Assignee") pursuant to that certain Asset Purchase Agreement, dated April 25, 2014 (the "Purchase Agreement"), by and among Buyer, Seller and the Persons set forth on the Beneficial Owners Schedule attached thereto. Seller and Buyer hereby agree as follows:

WHEREAS, pursuant to the Purchase Agreement, Buyer is purchasing from Seller all of Seller's right, titles and interest in and to, all of its assets and property, tangible and intangible, of every kind and description (other than the Excluded Assets) in exchange for cash and other consideration as set forth in the Purchase Agreement (the "Transaction");

WHEREAS, Sirvaitis is a Beneficial Owner of Seller, and will derive substantial benefit from the consummation of the Transaction;

WHEREAS, as a condition to Buyer's willingness to enter into the Purchase Agreement, the Assignors and Buyer have agreed to enter into this Assignment; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Buyer hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

“Assignor Web Sites” means the web site located at www.storeboards.net, and all web sites located at all Domain Names together with all urls owned and/or controlled by each of the Assignors and listed on Schedule A.

“Assignor Web Site Content” means the aspects of the domain located at any Assignor Web Site that may be perceived by the person accessing the Assignor Web Sites and/or that constitute the underlying code or programming infrastructure. Assignor Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Assignor Web Site and the Trademarks used in connection with a Assignor Web Site. Assignor Web Site Content also includes any code used to create any element of the Assignor Web Site Content.

“Social Media Sites” means the social media pages and accounts listed on Schedule A, inclusive of all Assignor Web Site Content located at such pages and through such accounts.

2. Trademark Assignment. Effective at the Closing and pursuant to the terms and conditions set forth in the Purchase Agreement, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller’s right, title and interest in and to the Trademarks listed on Schedule A attached to this Assignment, together with any and all goodwill associated with the Trademarks.

3. Trade Name Assignment. Effective at the Closing and pursuant to the terms and conditions set forth in the Purchase Agreement, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller’s right, title and interest in and to the Trade Names listed on Schedule A attached to this Assignment, together with any and all goodwill associated with the Trade Names.

4. Domain Name Assignment. Effective at the Closing and pursuant to the terms and conditions set forth in the Purchase Agreement, each Assignor hereby irrevocably assigns, transfers and contributes to Buyer, all of such Assignor’s right, title and interest in and to the registrations of the Domain Names listed on Schedule A to this Assignment, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

5. Registrar Procedures. Each Assignor will take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within four days of Closing, each Assignor will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, each Assignor will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer’s reasonable request.

6. Assignor Web Site Content and Social Media Sites Assignment. Effective at

the Closing and pursuant to the terms and conditions set forth in the Purchase Agreement, each Assignor hereby irrevocably assigns, transfers and contributes to Buyer, all of its right, title and interest in and to any Assignor Web Site Content and the Social Media Sites, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Assignor Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Assignor Web Site Content.

7. Additional Actions. At any time after the date of this Assignment, at Buyer's reasonable request and expense, each Assignor will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

8. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic mail in portable document format (.pdf)) in one or more counterparts, each of which, when executed and delivered, will be deemed to be an original but all of which when taken together will constitute one and the same agreement. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only.

10. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names and the Assignor Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BUYER:

ADVANTAGE SALES & MARKETING LLC

By: _____
Name: BRYAN STEVENS
Its: CEO

SELLER:

STOREBOARD MEDIA LLC

By: _____
Name: _____
Its: _____

SIRVAITIS:

Richard Sirvaitis

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

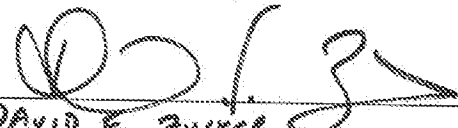
BUYER:

ADVANTAGE SALES & MARKETING LLC

By: _____
Name: _____
Its: _____

SELLER:

STOREBOARD MEDIA LLC

By: 
Name: DAVID F. ZUERCHER
Its: MANAGER

SIRVAITIS:

Richard Sirvaitis

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BUYER:

ADVANTAGE SALES & MARKETING LLC

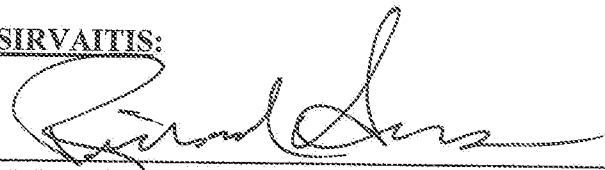
By: _____
Name: _____
Its: _____

SELLER:

STOREBOARD MEDIA LLC

By: _____
Name: _____
Its: _____

SIRVAITIS:



Richard Sirvaitis

Schedule A

List of Trademarks, Trade Names, Domain Names, and Social Media Sites

Trademarks:

Country	Trademark	Reg. No.	Reg. Dt.
USA	StoreBoard	3,590,447	March 17, 2009
USA	EyeCurve	3,572,056	February 10, 2009
USA	StoreBoard media (Color Logo)	4,170,386	July 10, 2012
Canada	StoreBoard	TMA801,016	June 29, 2011
Canada	EyeCurve	TMA801,017	June 29, 2011
Canada	StoreBoard media (Color Logo)	TMA833,198	September 28, 2012

Trade Names:

StoreBoard Media
StoreBoard Media LLC

Domain Names:

Storeboard.net
Storeboards.net
Storeboardmedia.ca
Storeboardmedia.com
Storeboardmedia.eu
Storeboardmedia.net
Storeboards.co.uk
Storeboards.eu
Storeboards.eu.com
Storeboards.us

Social Media Sites:

LinkedIn Account
Facebook Page