

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFM Acquisition LLC d/b/a Welcome Wagon International		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Welcome Wagon LLC		
Street Address:	500 W. Madison, Suite 3890		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	783377	GETTING TO KNOW YOU	
Registration Number:	847884	WELCOME WAGON	
Registration Number:	884785	WELCOME WAGON	
Registration Number:	2338026	WELCOME WAGON	
Registration Number:	890258	WELCOME WAGON	
Registration Number:	2405286	GETKO	
Registration Number:	2604984		
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WELCOMEWAGON 77213.4 - TR		
NAME OF SUBMITTER:	Minette M. Tayco		
SIGNATURE:	/Minette M. Tayco/		

CH \$190.00 783377

DATE SIGNED:	05/30/2014
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of May 30, 2014 is by between SFM Acquisition LLC d/b/a Welcome Wagon International, a Delaware limited liability company (“**Assignor**”) and Welcome Wagon LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, the Purchased Assets (including the Intellectual Property, which includes, without limitation, the trademark registrations and Internet domain names set forth on Exhibit A), free and clear of all Encumbrances other than the Permitted Encumbrances, and Assignee has agreed to purchase from Assignor, the Purchased Assets, all on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to all Intellectual Property set forth on Exhibit A, including any renewals and extensions thereof, and together with the goodwill of the business symbolized by and associated therewith, including all common law rights and registrations, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, and (b), together with all rights to income, royalties, and license fees deriving from such Intellectual Property, all claims and rights to sue or otherwise claim and collect damages for past, present or future infringement or unauthorized use or disclosure thereof as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. From time to time hereafter, and without further consideration, the Assignor, the Assignee and their respective successors and permitted assigns, covenant and agree that the Assignor, the Assignee and their respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as the other party may reasonably request to effect, consummate, confirm or evidence the transfer to the Assignee, its successors and assigns of the Intellectual Property owned by Assignor in accordance with the foregoing, including, without limitation, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and generally doing

everything that is reasonable to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights and otherwise in the carrying out of the intentions and purposes of the Purchase Agreement.

3. Asset Purchase Agreement. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall govern.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any Person other than the parties hereto and their respective heirs, representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third persons to any party hereto, nor shall any provision give any third party any right of subrogation or action against any party hereto.

5. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed and delivered on the date first above written.

ASSIGNEE:

WELCOME WAGON LLC, a Delaware
limited liability company

By:  _____

Name: David Ball

Its: Vice President

ASSIGNOR:

SFM ACQUISITION LLC, a Delaware
limited liability company

By: 


Name: Craig B. Swill

Its: Chief Executive Officer

[Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005292 FRAME: 0830

Exhibit A

Mark	Reg. No.	Reg. Date	Owner
GETTING TO KNOW YOU	783,377	January 12, 1965	SFM Acquisition LLC
WELCOME WAGON	847,884	April 23, 1968	SFM Acquisition LLC
WELCOME WAGON	884,785	January 20, 1970	SFM Acquisition LLC
WELCOME WAGON	2,338,026	April 4, 2000	SFM Acquisition LLC
WELCOME WAGON	890,258	April 28, 1970	SFM Acquisition LLC
GETKO	2,405,286	November 21, 2000	SFM Acquisition LLC
Design 	2,604,984	August 6, 2002	SFM Acquisition LLC

Domain Name	TLD	Created Date	Expiration Date
ARIZONANEWHOMEOWNERS.COM	.com	1/31/2013	1/31/2015
COLORADONEWHOMEOWNERS.COM	.com	1/31/2013	1/31/2015
FILESWELCOME.COM	.com	11/8/2013	11/8/2014
GETKO.COM	.com	2/19/1997	2/20/2015
GETKO.US	.us	4/19/2002	4/18/2015
GETKODIRECT.COM	.com	11/20/1997	11/19/2014
GETKODIRECT.NET	.net	10/14/1999	10/14/2014
GETKODIRECT.ORG	.org	10/14/1999	10/14/2014
GETKOGROUP.COM	.com	5/12/1998	5/11/2015
GETKOGROUP.NET	.net	10/14/1999	10/14/2014
GETKOGROUP.ORG	.org	10/14/1999	10/14/2014
GETTINGTOKNOWYOU.COM	.com	4/28/1997	4/29/2015
GETTINGTOKNOWYOU.NET	.net	10/9/2003	10/9/2014
GETTINGTOKNOWYOU.ORG	.org	10/9/2003	10/9/2014
GETTINGTOKNOWYOU.US	.us	4/19/2002	4/18/2015
MYWELCOMEGIFTS.COM	.com	8/17/2011	8/17/2014
MYWELCOMEWAGON.COM	.com	10/27/2004	10/27/2014
NEWHOMEOWNERMAILLISTS.COM	.com	10/14/2013	10/14/2014
SOUTHFLORIDAMEDIAGROUP.COM	.com	1/9/2007	1/9/2015
THEWELCOMEWORLD.COM	.com	8/21/2007	8/21/2014
THEWELCOMEWORLDS.COM	.com	8/21/2007	8/21/2014
WAGONFILES.COM	.com	11/9/2013	11/9/2014
WAGONLINE.NET	.net	7/24/2009	7/24/2015
WAGONMAIL.COM	.com	5/25/2001	5/25/___
WELCOME-WAGON-DIRECT.COM	.com	1/7/2004	1/7/2015
WELCOME-WAGON.COM	.com	10/3/2001	10/3/2014
WELCOME-WAGON.NET	.net	8/10/1999	8/10/2014
WELCOME-WAGON.ORG	.org	8/10/1999	8/10/2014
WELCOME-WAGONS.COM	.com	10/4/1999	10/4/2014
WELCOME-WAGONS.NET	.net	10/4/1999	10/4/2014
WELCOMEFILES.COM	.com	11/8/2013	11/8/2014
WELCOMEWAGON.COM	.com	4/13/1995	4/14/2016
WELCOMEWAGON.MOBI	.mobi	2/24/2012	2/24/2015
WELCOMEWAGON.NET	.net	4/7/2002	4/7/2016
WELCOMEWAGON.ORG	.org	7/4/2001	7/4/2014
WELCOMEWAGON.US	.us	4/19/2002	4/18/2016
WELCOMEWAGONCOMMUNITYPROGRAM.COM	.com	6/9/2010	6/9/2014
WELCOMEWAGONCOMPLAINTS.COM	.com	8/9/2013	8/9/2014
WELCOMEWAGONDIRECT.COM	.com	1/7/2004	1/7/2015
WELCOMEWAGONDIRECT.NET	.net	1/7/2004	1/7/2015
WELCOMEWAGONMOVING.COM	.com	10/4/1999	10/4/2014
WELCOMEWAGONMOVING.NET	.net	10/4/1999	10/4/2014
WELCOMEWAGONMOVING.ORG	.org	10/4/1999	10/4/2014
WELCOMEWAGONONLINE.NET	.net	10/4/1999	10/4/2014
WELCOMEWAGONONLINE.ORG	.org	10/4/1999	10/4/2014
WELCOMEWAGONREGISTER.COM	.com	11/6/2000	11/6/2014
WELCOMEWAGONREGISTRY.COM	.com	11/6/2000	11/6/2014
WELCOMEWAGONREVIEWS.COM	.com	8/11/2013	8/11/2014
WELCOMEWAGONS.COM	.com	6/23/1999	6/23/2014
WELCOMEWAGONS.NET	.net	6/23/1999	6/23/2014
WELCOMEWAGONS.ORG	.org	10/4/1999	10/4/2014
WELCOMINGWORDS.COM	.com	8/21/2007	8/21/2014
WELCOMWAGON.COM	.com	11/13/2003	11/13/2020