

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franklin Covey Co.		06/16/2014	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Complete XRM , Inc.
Street Address:	331 South Rio Grande
Internal Address:	Suite 203
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3089040	PLANPLUS

CORRESPONDENCE DATA

Fax Number: 8018178197
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.
Phone: 8018175635
Email: legal@franklincovey.com
Correspondent Name: Franklin Covey Co.
Address Line 1: 2200 W. Parkway Blvd.
Address Line 4: Salt Lake City, UTAH 84119

ATTORNEY DOCKET NUMBER:	PLANPLUS ASSIGNMENT
NAME OF SUBMITTER:	Alissa R. Owen
SIGNATURE:	/Alissa R. Owen/
DATE SIGNED:	06/16/2014

Total Attachments: 8

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AGREEMENT

This Agreement (the "Agreement") is entered into as of this 21st day of June, 2013 (the "Effective Date") by and between **Complete XRM, Inc.**, a Delaware Corporation with a principal address of 331 South Rio Grande, Suite 203, Salt Lake City, Utah 84101, ("CXRM") and **Franklin Covey Co.**, a Utah Company with a principal address of 2200 W. Parkway Blvd., Salt Lake City, Utah 84119 ("FC"). CXRM and FC are sometimes individually referred to herein as "Party" and collectively as the "Parties."

WHEREAS, CXRM and FC are parties to a certain Software License and Distribution Agreement, dated April 8, 2010, (the "Prior Agreement"), whereby FC licensed, among other things, certain rights to CXRM;

WHEREAS, pursuant to the Prior Agreement, CXRM paid certain royalties and fees to FC to license certain computer software products from FC ("Software Products");

WHEREAS, CXRM and FC mutually agree and desire to terminate the Prior Agreement, as well as waive and release the outstanding royalties and fees payable thereunder effective with the date of execution of this Agreement;

WHEREAS, CXRM was granted certain license and distribution rights under the Prior Agreement for the Software Products including the products identified in Exhibit A;

WHEREAS, FC also owns all right, title and interest in and to the trademarks and/or service marks including the trademarks and service marks listed in Exhibit B;

WHEREAS FC desires to assign to CXRM the Software Products and all source and object code related thereto as well as trademarks identified in Exhibit B; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

A. Termination of the Prior Agreement: Upon execution of this Agreement, FC and CXRM mutually agree and desire that the Prior Agreement, including all outstanding royalties and fees payable thereunder, shall be terminated and that the Prior Agreement shall have no further force and effect. Each Party hereby waives and releases the other Party from any and all claims, demands, actions, or causes of action, whether known or unknown, arising prior to the Effective Date of this Agreement, including without limitation the payment of all royalties, fees and other amounts.

B. Requirements and Obligations of FC:

1. Payment: FC agrees to pay CXRM \$600,000 (USD in cash), divided into two equal payments of \$300,000 on June 21, 2013, and September 13, 2013.
2. Assignment of Software Products and Code: FC hereby assigns or otherwise transfers to CXRM all right, title and interest in and to the Software Products licensed to CXRM by FC under the Prior Agreement and all source and object code related thereto including, without limitation the Software Products identified in Exhibit A (also including, but not limited to all object and source code related thereto).
3. Assignment of Trademarks: FC hereby assigns and otherwise transfers to CXRM all right, title, and interest in and to all trademarks identified in Exhibit B.

4. **Trademark License.** FC hereby grants CXRM a non-exclusive, non-transferable, non-sublicenseable (unless CXRM receives written consent to sublicense) fully paid-up, royalty free license to use FC's planning methods and certain intellectual property, as it exists within the Software Products(excluding the use of the Franklin Covey name and any derivation of the name which is subject to the terms described Section C.2 below) at the time of the execution of this Agreement. This license is for a limited term of five (5) years, during which time, all use of the foregoing planning methods and intellectual property referenced in this Paragraph 4 will be Gradually Phased Out of use by CXRM. Gradually Phased Out shall mean: incremental steps being taken each year by CXRM to phase out the intellectual property. Among the "terms" from FC's planning methods and intellectual property referenced in this Paragraph 4, which shall be subject to gradual elimination from use over the 5 year term, shall include, but not limited to: "Sharpen the Saw®", "QII", "Quadrant II", "Big Rocks", "Role/Roles", "The Mission Statement", and "Weekly Compass®".

C. Requirements and Obligations of CXRM:

1. After the Effective Date, CXRM shall not represent or communicate to third parties that it officially represents or acts on behalf of FC.
2. CXRM shall neither use, make a claim, nor represent that it has the right to use the trademark term, "FranklinCovey Software™" or similar use of the FranklinCovey name. Additionally, CXRM shall not use the URL, www.franklincoveysoftware.com (or any variation thereof). CXRM shall transfer any right, title or interest in or to such domain name (or the equivalent) to FC immediately upon execution of this Agreement. Moreover, all such uses of FranklinCovey Software or similar use of the FranklinCovey name must cease and desist within 90 days of execution of this Agreement, with the exception of Boxed PlanPlus Software (see Exhibit A), for which CXRM shall have the right to deplete the existing inventory.
3. As a transition period, CXRM will be allowed to use the logo "FranklinCovey Compatible" (as shown in Exhibit C) in association with its Software Products for 15 (fifteen) months after execution of this Agreement. After said 15 months, CXRM shall not be allowed to use the term.

D. FC Reservation of Rights. Nothing in this Agreement shall prevent or prohibit FC from creating any products, including software-based products, in connection with its business, in any media form now known or hereafter developed. For example, but not meant as limiting, FC may develop software products for smartphones, tablets and other similar and related technology without restriction of any kind.

E. Term. This Agreement shall be effective with the date given above and continue in full force unless CXRM materially breaches any of its obligations under this Agreement and such breach is not remedied within thirty (30) days after written notice thereof by FC.

F. Representations and Warranties. Both parties represent and warrant that it, respectively, has the authority to enter into this Agreement and it has the right to grant the assignment provided herein.

G. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS. FC HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FC DOES NOT WARRANT THAT (I) THE RESULTS THAT

MAY BE OBTAINED BY USING THE SOFTWARE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR (II) THAT THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

H. Indemnification.

1. CXRM shall defend, indemnify and hold FC harmless, and its respective subsidiaries, affiliates, officers, employees, stockholders, agents, co-branders or other partners, from and against any and all third party claims, liabilities, damages and/or costs (including, but not limited to reasonable attorneys' fees) arising out of or related to any breach of this Agreement or violation of this Agreement or applicable law by CXRM.
2. FC will indemnify, defend, and hold harmless CXRM, CXRM's subsidiaries, affiliates, officers, employees, stockholders, agents, co-branders or other partners against any claim, demand, or judgment, made by any third party, due to or arising out of a claim that CXRM's use of the Software Products and/or trademarks infringe or misappropriate any valid United States patent, copyright, trademark, trade secret, or other proprietary right belonging to a third party ("Third Party Claim") and to hold CXRM harmless from any and all liabilities, losses, costs, damages, expenses, and reasonable attorneys' fees that result from any such Third Party Claim.
3. CXRM's obligations under this section are conditioned upon (a) CXRM's prompt notification in writing of any Third Party Claim; (b) FC having sole authority and control to conduct the defense of any Third Party Claim and all negotiations of a settlement or compromise; and (c) CXRM providing FC with all reasonable assistance in defending any Third Party Claim at CXRM's expense.

I. Notices. All Notices, demands or consents required or permitted under this Agreement shall be in writing. Notice shall be considered delivered and effective when (a) personally delivered; (b) two days following transmission if sent by facsimile with confirmation of receipt; (c) one (1) day after posting when sent by reputable private overnight carrier (e.g., DHL, Federal Express, etc.); or (d) five (5) days after posting when sent by certified United States mail. Notice shall be sent to the parties at the addresses set forth below or at such other addresses as shall be given by either party to the other in writing.

If to CXRM:

331 S. Rio Grande, Suite 203
Salt Lake City, UT 84101
Attn: Keith Norris

If to FC:

2200 W. Parkway Blvd
Salt Lake City, UT 84119
Attn: Steve Young

With a Copy to: Legal Services

J. Effective of Waiver: Any waiver by FC or CXRM of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term or condition thereof.

K. Governing Law; Jurisdiction. This Agreement and all aspects of the relationship between CXRM and FC shall be governed by and construed in accordance with the internal laws of the State of Utah.

L. Assignment. This Agreement shall be binding and enforceable on each Party's successors and assigns. In the event of Assignment, the then remaining Term shall be decreased by half of the remaining term. (For example, but not meant as limiting, on the day an Assignment is formalized between CXRM

and a third-party, if two years remain for the Term, then the remaining term shall be one year from the date of the Assignment.)

M. **Cooperation** . After the Closing, FC and CXRM shall cooperate with each other by furnishing any additional information and executing and delivering any additional documents as may be reasonably requested by the other to further perfect or evidence the transfer of trademarks and/or software, or otherwise implement, any transaction contemplated by this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

Complete XRM, Inc.



Signature

KEITH NORRIS
Printed Name

CEO
Title

6-21-13
Date

Franklin Covey Co.


Signature

SEAN COVEY
Printed Name

EVP
Title

6-21-13
Date

and a third-party, if two years remain for the Term, then the remaining term shall be one year from the date of the Assignment.)

M. Cooperation . After the Closing, FC and CXRM shall cooperate with each other by furnishing any additional information and executing and delivering any additional documents as may be reasonably requested by the other to further perfect or evidence the transfer of trademarks and/or software, or otherwise implement, any transaction contemplated by this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

Complete XRM, Inc.


Signature

Printed Name

Title

Date

Franklin Covey Co.



Signature

SEAN COVEY

Printed Name

EVP

Title

6-21-13

Date

Exhibit A

Software Products

1. Boxed PlanPlus Software (Software in a box).
2. PlanPlus Online (Downloadable, on the internet)
3. PlanPlus Mobile (for SmartPhones)

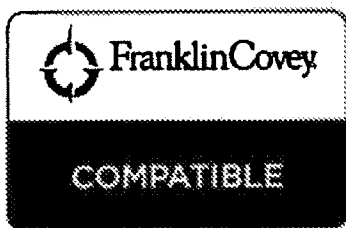
Exhibit B
TRADEMARKS

ASSIGNED TRADEMARKS APPLICATIONS/REGISTRATIONS				
Trademark	Country	Application No	Registration No	Class(es)
PLANPLUS	United States of America	76/445733	3089040	9
PLANPLUS	United States of America	77/472172		42
PROJECTSPUS	United States of America	77/470625		9
TASKSPUS	United States of America	77/470566		9

COMMON LAW TRADEMARKS		
Product Name	Goods/Description	Class
PlanPlus for Outlook	Planning and organizational software	9
PlanPlus for Windows	Planning and organizational software	
PlanPlus Online	Planning and organizational software	

Exhibit C Branding Guidelines

CXRM may use the following mark to show compatibility with FC methodology. It is not intended to convey any other business or marketing relationship. The mark must be placed in a location that is clearly separate from and incidental to the primary product branding as illustrated in the samples below.



Examples of uses:

