

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speed Commerce, Inc.		07/09/2014	CORPORATION: MINNESOTA
Encore Software, Inc.		07/09/2014	CORPORATION: MINNESOTA
Viva Media, Inc.		07/09/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	WD Navarre Holdings, LLC		
Street Address:	5801 East Taft Road		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13212		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3301629	ENCORE	
Registration Number:	3047491	ENCORE A NAVARRE CORPORATION COMPANY	
Registration Number:	2007914	ENCORE SOFTWARE	
Registration Number:	2387498	HIGH SCHOOL ADVANTAGE	
Registration Number:	4051841	ELEMENTARY ADVANTAGE	
Registration Number:	3965917	ADVANTAGE	
Registration Number:	3965916	ADVANTAGE	
Registration Number:	3875640	FUN & SKILLS PACK	
Registration Number:	3962551	PRECISIONPOINT	
Registration Number:	3403333	PROFESSOR FUJI'S KAKURO	
Registration Number:	2374704	SLOT CITY	
Registration Number:	3680823	NEXGEN	
Registration Number:	3588093	SHARK	
Registration Number:	3473499	3D CUSTOM WORKSHOP	
Registration Number:	3367945	TECHNOLOGY THAT THINKS AS YOU DRAW	
Registration Number:	3364472	PUNCH! SOFTWARE	
Registration Number:	3493247	LOGICCURSOR	
Registration Number:	3477275	DESIGN UNLIMITED	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3344894	VIACAD
Registration Number:	1862392	3D HOME ARCHITECT
Registration Number:	2772758	ARCHITECTURAL SERIES
Registration Number:	2828101	MASTER LANDSCAPE & HOME DESIGN
Registration Number:	2285409	PUNCH! SOFTWARE
Registration Number:	3367137	PUNCH! UNIVERSITY
Registration Number:	2252216	REALMODEL
Registration Number:	4239999	MYSTERY MASTERS
Registration Number:	3578805	VIVA MEDIA
Registration Number:	3459429	NAVARRE
Registration Number:	3535430	NAVARRE
Registration Number:	3437863	NAVARRE
Registration Number:	3442455	NAVARRE
Registration Number:	3459430	NAVARRE
Registration Number:	3535431	NAVARRE

CORRESPONDENCE DATA

Fax Number: 2127845759

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: (315) 425-2817

Email: jnardiello@hblaw.com

Correspondent Name: Jason S. Nardiello

Address Line 1: One Park Place, 300 South State Street

Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	WYNIT ASSIGNMENTS
NAME OF SUBMITTER:	Melanie L. Lavacca
SIGNATURE:	/Melanie L. Lavacca/
DATE SIGNED:	07/10/2014

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 9th day of July, 2014, by and between Speed Commerce, Inc., a Minnesota corporation ("Speed Commerce"), Encore Software, Inc., a Minnesota corporation ("Encore"), and Viva Media, Inc., a Minnesota corporation ("Viva Media") (collectively "ASSIGNORS") and WD Navarre Holdings, LLC, a New York limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNORS and ASSIGNEE are parties to that certain Asset Purchase Agreement entered into as of July 9, 2014 (the "Purchase Agreement"), pursuant to which the ASSIGNORS agreed to sell, and ASSIGNEE agreed to acquire, certain trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade dress, trade names and service mark applications used in the operation of the Business, together with all related goodwill, remedies against infringement and rights to protect interests therein, expressly excluding Speed Commerce's corporate name and any derivations thereof, in accordance with the terms of the Purchase Agreement;

WHEREAS, Encore owns rights in the Trademarks set forth on Exhibit A, the Trademark Registrations set forth on Exhibit A, and the goodwill associated with the Trademarks set forth on Exhibit A;

WHEREAS, Viva Media owns rights in the Trademarks set forth on Exhibit B, the Trademark Registrations set forth on Exhibit B, and the goodwill associated with the Trademarks set forth on Exhibit B;

WHEREAS, Speed Commerce owns rights in the Trademarks set forth on Exhibit C, the Trademark Registrations set forth on Exhibit C, and the goodwill associated with the Trademarks set forth on Exhibit C; and

WHEREAS, ASSIGNORS wish to assign to ASSIGNEE any and all of its right, title, and interest in and to the Trademarks set forth on the Exhibit A, Exhibit B, and Exhibit C (collectively, "the Exhibits"), the Trademark Registrations set forth on the Exhibits, and the goodwill associated with the Trademarks set forth on the Exhibits; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, ASSIGNORS do hereby sell, assign, and transfer to ASSIGNEE any and all of ASSIGNORS' right, title, and interest in and to the Trademarks set forth on the Exhibits, the Trademark Registrations set forth on the Exhibits, and the goodwill associated with the Trademarks set forth on the Exhibits, and the right to sue and recover for past infringement of the Trademarks set forth on the Exhibits, as fully and completely as permitted by law, it being the intention of the parties that ASSIGNEE shall acquire all rights in the Trademarks set forth on the Exhibits.

Upon the ASSIGNEE'S request, the ASSIGNORS will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the ASSIGNEE in, to and under the Trademark Registrations set forth in the Exhibits, and the ASSIGNEE shall pay for the ASSIGNORS' actual and reasonable expenses and costs. Such actions shall include, without limitation, the prompt execution and delivery of

documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other trademark office in other applicable jurisdictions, and including those required by the U.S. Patent & Trademark Office to correct online assignment records, assignment records or a chain of assignment) and the provision of documents and information useful or necessary for the ASSIGNEE or its affiliates, designees or agents to file, prosecute or maintain any registration or application for any Trademark Registrations set forth in the Exhibits, or pursue or defend any administrative, court, or other legal proceeding involving any of the Trademark Registrations set forth in the Exhibits.

ASSIGNORS covenant that no assignment, license, or encumbrance has been or will be made that would conflict with this Assignment.

ASSIGNORS covenant that no consents of any other parties are necessary or appropriate under any agreements concerning the Trademarks set forth in the Exhibits, the Trademark Registrations set forth in the Exhibits, and the goodwill associated with the Trademarks set forth in the Exhibits in order for this Assignment to be binding.

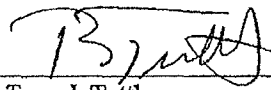
Any and all terms not defined in this Assignment are defined by the Purchase Agreement.

[Signatures Follow On a Separate Page]

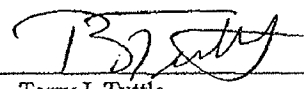
IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as follows:

ASSIGNORS

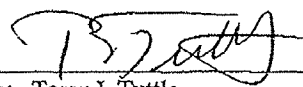
Encore Software, Inc.

By: 
Name: Terry J. Tuttle
Title: Chief Financial Officer

Viva Media, Inc.

By: 
Name: Terry J. Tuttle
Title: Chief Financial Officer

Speed Commerce, Inc.

By: 
Name: Terry J. Tuttle
Title: Chief Financial Officer

Signature Page to Trademark Assignment

ASSIGNEE

WD Navarre Holdings, LLC

By: 

Name: Randy Saputo

Title: Chief Financial Officer

Exhibit A

Country	Mark	App./ Reg. No.	App./ Reg. Date	Record Owner
US	ENCORE	78/197,016 - 3301629	12/20/2002 – 10/2/2007	Encore Software, Inc.
US	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	76/563,730 - 3047491	11/24/2003- 1/24/2006	Encore Software, Inc.
US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995 – 10/15/1996	Encore Software, Inc.
US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999– 9/19/2000	Encore Software, Inc.
AU	ENCORE SOFTWARE	855193 - 855193	10/27/2000 – 9/17/2001	Encore Software, Inc.
CA	FUN & SKILLS PACK	1489017 – TMA80281 5	07/22/2011	Encore Software, Inc.
US	ELEMENTARY ADVANTAGE	85/140,975 – 4051841	09/29/2010 – 11/08/2011	Encore Software, Inc.
US	ADVANTAGE	85/137,225 – 3965917	09/24/2010 – 05/24/2011	Encore Software, Inc.
US	ADVANTAGE	85/137,223 - 3965916	09/24/2010 – 05/24/2011	Encore Software, Inc.
US	FUN & SKILLS PACK	77/839,661 - 3875640	10/01/2009 – 11/16/2010	Encore Software, Inc.
US	PRECISIONPOINT	77/816,215 - 3962551	08/31/2009 – 05/17/2011	Encore Software, Inc.
US	PROFESSOR FUJI'S KAKURO	78/825,300 - 3403333	02/08/2006 – 03/25/2008	Encore Software, Inc.
US	SLOT CITY	75/654,870 – 2374704	03/14/1999 – 08/08/2000	Encore Software, Inc.
US	NEXGEN	77/446,265 – 3680823	04/11/2008 – 09/08/2009	Encore Software, Inc.
US	SHARK	77/263,073 – 3588093	08/23/2007 – 03/10/2009	Encore Software, Inc.
US	3D CUSTOM WORKSHOP	77/249,904 - 3473499	08/08/2007 – 07/22/2008	Encore Software, Inc.
US	TECHNOLOGY THAT THINKS AS YOU DRAW	77/115,007 - 3367945	02/23/2007 – 01/15/2008	Encore Software, Inc.
US	PUNCH! SOFTWARE & Design	77/083,206 – 3364472	01/15/2007 – 01/08/2008	Encore Software, Inc.

Country	Mark	App./ Reg. No.	App./ Reg. Date	Record Owner
US	LOGICCURSOR	77/082,034 - 3493247	01/12/2007 – 08/26/2008	Encore Software, Inc.
US	DESIGN UNLIMITED	77/058,221 - 3477275	12/06/2006 – 07/29/2008	Encore Software, Inc.
US	VIACAD	77/051,343 - 3344894	11/27/2006 – 11/27/2007	Encore Software, Inc.
US	3D HOME ARCHITECT	74/464,470 - 1862392	02/01/1993 – 01/15/1994	Encore Software, Inc.
US	ARCHITECTURAL SERIES	78/144,584 - 2772758	07/17/2002 – 10/07/2003	Encore Software, Inc.
US	MASTER LANDSCAPE & HOME DESIGN	78/251,745 – 2828101	09/19/2003 – 03/30/2004	Encore Software, Inc.
US	PUNCH! SOFTWARE	75/557,004 - 2285409	09/23/1998 – 10/12/1999	Encore Software, Inc.
US	PUNCH! UNIVERSITY	78/919,820 - 3367137	06/29/2006 – 01/08/2008	Encore Software, Inc.
US	REALMODEL	75/557,005 – 2252216	09/23/1998 – 01/08/1999	Encore Software, Inc.

Exhibit B

Country	Mark	App./ Reg. No.	App./ Reg. Date	Record Owner
US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010 – 11/13/2012	Viva Media, Inc.
US	VIVA MEDIA	77/366,153 – 3578805	01/08/2008 – 02/24/2009	Viva Media, Inc.

Exhibit C

Country	Mark	App./ Reg. No.	App./ Reg. Date	Record Owner
US	NAVARRE	78/728,457 - 3459429	10/6/2005 – 7/1/2008	Speed Commerce, Inc.
US	NAVARRE	78/728,453 - 3535430	10/6/2005 – 11/18/2008	Speed Commerce, Inc.
US	NAVARRE	78/728,454 - 3437863	10/6/2005 – 5/27/2008	Speed Commerce, Inc.
US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 – 6/3/2008	Speed Commerce, Inc.
US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 – 7/1/2008	Speed Commerce, Inc.
US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 – 11/18/2008	Speed Commerce, Inc.
CAN	NAVARRE	1296877 – TMA793956	4/6/2006	Navarre Corporation
CAN	NAVARRE (Stylized)	1296878 – TMA793957	4/6/2006	Navarre Corporation
CAN	ENCORE SOFTWARE	1080442- TMA577205	03/10/2003	Navarre Corporation
CAN	ENCORE EDUCATION	1080270 – TMA569093	10/18/2002	Navarre Corporation
CAN	ENCORE EDUCATION	1080271 – TMA569585	10/24/2002	Navarre Corporation
CAN	ENCORE A NAVARRE CORPORATION COMPANY	1378081 – TMA756935	01/13/2010	Navarre Corporation
CAN	ENCORE SOFTWARE	1080451 – TMA569560	10/24/2002	Navarre Corporation