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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM312581

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Printing House, Inc.		07/31/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	NewPoint Franchisor, LLC	
Street Address:	3003 East Third Avenue, Suite 201	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80206	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1992238	THE PRINTING HOUSE, INC.

### CORRESPONDENCE DATA

**Fax Number:** 3032230942

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: (303) 223-1142
Email: eholmes@bhfs.com
Correspondent Name: Emily C. Holmes

**Address Line 1:** 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	NUMBER: 013314.0019 7/31/14 DRS	
NAME OF SUBMITTER:	Emily C. Holmes	
SIGNATURE:	/emilycholmes/	
DATE SIGNED:	07/31/2014	

## **Total Attachments: 3**

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TRADEMARK REEL: 005334 FRAME: 0405

### TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "<u>Assignment</u>") is effective as of July 31, 2014, by and between The Printing House, Inc., a Delaware corporation ("<u>Assignor</u>"), and NewPoint Franchisor, LLC, a Delaware limited liability company, with an address of 3003 East Third Avenue, Suite 201, Denver, Colorado 80206 ("<u>Assignee</u>"). In the event of a conflict between this Assignment and the Purchase Agreement (defined below), the Purchase Agreement will control.

WHEREAS, Assignor, Assignee, and Endurance Business Media, Inc., a Delaware corporation, are parties to an Asset Purchase Agreement, of even date herewith (the "<u>Purchase Agreement</u>"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Trademarks (as defined below); and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- 1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks identified on Exhibit A hereto (the "Trademarks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademarks and the goodwill of the business symbolized by the Trademarks.
- 2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee's rights therein. Assignor will not adopt, use, register or seek to register any name or mark anywhere in the world which is identical to the Trademarks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.
- 3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

[Signature Page Follows]

TRADEMARK REEL: 005334 FRAME: 0406 IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

### THE PRINTING HOUSE, INC.

By: State Vacala

Title: Chief Financial Officer

STATE OF <u>Florida</u> ) ss COUNTY OF <u>Leon</u> )

On July 2014, before me, Terry L. Smith, Notary Public, personally appeared Robert Hardy, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 6/4/18

Terry L. Smith



[Signature page to Trademark Assignment Agreement]

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# **EXHIBIT A**

# $\underline{TRADEMARKS}$

Mark	Registration No.	Registration Date
THE PRINTING	1992238	08/13/96
HOUSE, INC. and Design		

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RECORDED: 07/31/2014

TRADEMARK REEL: 005334 FRAME: 0408