

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datahound LLC		08/31/2014	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Advantage Sales & 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: 1			
Property Type	Number	Word Mark	
Registration Number:	4561113	DATAHOUND	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-6479		
Email:	jjolley@perkinscoie.com		
Correspondent Name:	Jennifer L. Jolley		
Address Line 1:	1201 Third Ave, Ste 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	88337-0010		
NAME OF SUBMITTER:	Jennifer L. Jolley		
SIGNATURE:	/jennifer l jolley/		
DATE SIGNED:	09/17/2014		
Total Attachments: 10			
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page1.tif			
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page2.tif			
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page3.tif			
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page4.tif			
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page5.tif			

TRADEMARK

source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page6.tif
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page7.tif
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page8.tif
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page9.tif
source=Sunflower Trademark Trade Name and Domain Name Assignment Agreement (2)#page10.tif

TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), dated as of August 31, 2014, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), ASM Canada, Inc., a Canadian federal corporation ("ASM Canada" and together with Buyer, "ASM"), Dennis Garberg and Associates Inc., d/b/a The Sunflower Group, a Kansas corporation ("DGA"), Tallgrass Talent Group LLC, a Kansas limited liability company ("TTG"), Datahound LLC, a Kansas limited liability company ("Datahound"), Midwest Project Services LLC, a Kansas limited liability company ("MPS"), North 51st USA, Inc., a Kansas corporation ("North USA") and the North 51st Group Inc., an Ontario corporation ("North Group" and together with DGA, TTG, Datahound, MPS and North USA, each individually, a "Seller" and collectively, the "Sellers"), pursuant to that certain Asset Purchase Agreement, dated August __, 2014 (the "Purchase Agreement"), by and among ASM, Sellers and the Beneficial Owners that are parties thereto. Sellers and ASM 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.

"Seller Web Sites" means the Web site located at sunflowergroup.com, and all Web sites located at all Domain Names together with all urls owned and/or controlled by the Sellers and listed on Schedule A.

"Seller Web Site Content" means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure. Seller 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 Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any rights Sellers have in the code used to create any element of the Seller Web Site Content.

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

2. Trademark Assignment. Effective at the Closing, Sellers hereby irrevocably assign, transfer and contribute to ASM, all of Sellers’ 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, Sellers hereby irrevocably assign, transfer and contribute to ASM, all of Sellers’ 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, Sellers hereby irrevocably assign, transfer and contribute to ASM, all of Sellers’ 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 any right of Sellers 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. Sellers 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 ASM, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to ASM. Within three (3) Business Days of Closing, Sellers will initiate the transfer of the Domain Names to ASM. At and after the date hereof, Sellers will, without further consideration, provide such other information and execute such documents as may be reasonably necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon ASM’s reasonable request.

6. Seller Web Site Content and Social Media Sites Assignment. Effective at the Closing, Sellers hereby irrevocably assign, transfers and contribute to ASM, all of their right, title and interest in and to any Seller 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 Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and any right of Sellers to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Seller Web Site Content.

7. Acknowledgements Regarding LaSalle Lien. Sellers and the Tier X Beneficial Owners shall use their respective best efforts to deliver to ASM an executed release from LaSalle Bank National Association or its successor-in-interest or otherwise obtain the release of that certain security interest held by LaSalle Bank National Association in the trademarks owned by DGA as referenced in the certain filing with the U.S. Patent and Trademark Office filed on January 3, 2001, and to assign ownership of such trademarks to ASM within sixty (60) days after the Closing Date. In addition, until the time of such assignment, Sellers and Beneficial Owners

grant a perpetual license to ASM to use such trademarks without restriction of any kind, except that in the use of the such trademarks by ASM, ASM shall adhere to a level of quality at least as high as the goods and services formerly offered by Sellers and Beneficial Owners. Sellers and Beneficial Owners shall not use, license or otherwise grant any rights with respect to such trademarks to any other Person.

7. Additional Actions. At any time after the date of this Assignment, at ASM's request and expense, Sellers will execute and deliver to ASM such other instruments and documents, and take such other actions as ASM 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 ASM 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. 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 Seller 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 Assignment 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 Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including warranties, covenants, agreements, conditions, representations or in general any of the rights and remedies and any of the obligations and indemnifications of Sellers or Purchaser set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement, including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property and the assumption of certain liabilities as agreed by the parties pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

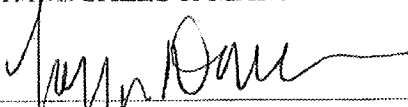
10. Execution. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including an email transmission of .pdf files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature pages follow.]

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

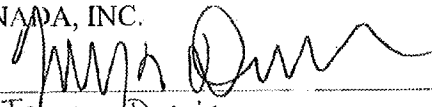
BUYER:

ADVANTAGE SALES & MARKETING
LLC

By: 
Name: Tanya Domier
Its: Chief Executive Officer

ASM CANADA:

ASM CANADA, INC.

By: 
Name: Tanya Domier
Its: Chief Executive Officer

SELLERS:

DENNIS GARBERG AND ASSOCIATES
INC.

By: _____
Name: _____
Its: _____

TALLGRASS TALENT GROUP LLC

By: _____
Name: _____
Its: _____

DATAHOUND LLC

By: _____
Name: _____
Its: _____

MIDWEST PROJECT SERVICES LLC

By: _____
Name: _____
Its: _____

(Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement)

TRADEMARK

REEL: 005364 FRAME: 0443

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

BUYER:

ADVANTAGE SALES & MARKETING
LLC

By: _____
Name: _____
Its: _____

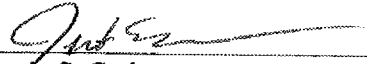
ASM CANADA

ASM CANADA, INC.


By: _____
Name: _____
Its: _____

SELLERS:

DENNIS GARBERG AND ASSOCIATES INC

By: 
Name: Justin S. Garberg
Its: President

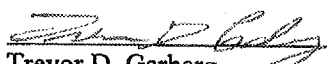
TALLGRASS TALENT GROUP LLC

By: 
Name: Justin S. Garberg
Its: President

DATAHOUND LLC

By: _____
Name: Jason N. Garberg
Its: President

MIDWEST PROJECT SERVICES LLC

By: 
Name: Trevor D. Garberg
Its: President

Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement

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

BUYER:

ADVANTAGE SALES & MARKETING
LLC

By: _____
Name: _____
Its: _____

ASM CANADA

ASM CANADA, INC.

By: _____
Name: _____
Its: _____

SELLERS:

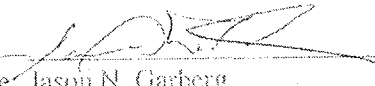
DENNIS GARBERG AND ASSOCIATES INC

By: _____
Name: Justin S. Garberg
Its: President

TALLGRASS TALENT GROUP LLC

By: _____
Name: Justin S. Garberg
Its: President

DATAHOUND LLC

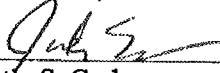
By: 
Name: Jason N. Garberg
Its: President

MIDWEST PROJECT SERVICES LLC


By: _____
Name: Trevor D. Garberg
Its: President

Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement

NORTH 51st USA, INC.

By: 
Name: Justin S. Garberg
Its: President

NORTH 51st GROUP INC.

By: 
Name: Justin S. Garberg
Its: President

Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement

Schedule A

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

Trademarks:

Active U.S. Trademark Registrations

Trademark	Owner of Record	Reg. No.	Reg. Dt.	Status
DATAHOUND	Datahound LLC	4561113	Jul. 1, 2014	Registered

Foreign Trademark Registrations

Country	Trademark	Owner of Record	Reg. No.	Reg. Dt.	Status
Canada	STREETTRAX & BOX DESIGN	North 51st Merchandising Inc.	TMA738004	April 15, 2009	Registered
Canada	STREETTRAX	North 51st Merchandising Inc.	TMA738005	April 15, 2009	Registered

Unregistered Trade Names and Trademarks:

NORTH51
<i>NORTH51 Logo</i> Nôrth51 A SUNFLOWER GROUP COMPANY
MIDWEST PRODUCT SERVICES
MPS
MARKETLINK
TALLGRASS TALENT GROUP
<i>Tallgrass Logo</i> 
ZAPIDDY

Zapiddy Logo



Domain Names and Seller Web Sites:

Domain Name	Registrar	Registrant
sunflowergroup.com	GoDaddy.com, LLC	The Sunflower Group
sunflowergroup.net	GoDaddy.com, LLC	The Sunflower Group
sunflowergroup.org	GoDaddy.com, LLC	The Sunflower Group
sunflowermerch.com	GoDaddy.com, LLC	The Sunflower Group
tallgrasstalentgroup.com	GoDaddy.com, LLC	The Sunflower Group
tallgrasstalent.com	GoDaddy.com, LLC	The Sunflower Group
sitelinkplus.com	GoDaddy.com, LLC	The Sunflower Group
sfgalerts.com	GoDaddy.com, LLC	The Sunflower Group
sfgeventware.com	GoDaddy.com, LLC	The Sunflower Group
eventware.us	GoDaddy.com, LLC	The Sunflower Group
livemediainc.com	GoDaddy.com, LLC	The Sunflower Group
midwestprojectservices.com	GoDaddy.com, LLC	The Sunflower Group
sunflowercontests.com	GoDaddy.com, LLC	The Sunflower Group
sunflowersweepstakes.com	GoDaddy.com, LLC	The Sunflower Group
eventstaffing.com	GoDaddy.com, LLC	The Sunflower Group
livemediabysunflower.com	GoDaddy.com, LLC	The Sunflower Group
sunflowerstaffing.com	GoDaddy.com, LLC	The Sunflower Group
events-promotions.com	GoDaddy.com, LLC	The Sunflower Group
tallgrasstalentgroup.ca	Go Daddy Domains Canada, Inc.	The North 51st Group Inc.
tallgrasstalent.ca	Go Daddy Domains Canada, Inc.	The North 51st Group Inc.
north51.com	GoDaddy.com, LLC	The North 51st Group Inc.
north51.org	GoDaddy.com, LLC	The North 51st Group Inc.
sunflowergroup.ca	Go Daddy Domains Canada, Inc.	The North 51st Group Inc.
north51.ca	Go Daddy Domains Canada, Inc.	Registrant information not available
samsungwirelessinnovation.ca	Go Daddy Domains Canada, Inc.	The North 51st Group Inc.
zapiddy.com	GoDaddy.com, LLC	Domains By Proxy, LLC (Privacy Service)

Social Media Sites:

The Sunflower Group

- LinkedIn: <https://www.linkedin.com/company/the-sunflower-group>
- Facebook: <https://www.facebook.com/theSunflowerGroup?rf=101400166628114>
- Twitter: <https://twitter.com/SunflowerGroup>
- Google Plus: <https://plus.google.com/111810614922952462766/posts>

North 51

- LinkedIn: <https://www.linkedin.com/company/the-north-51st-group-inc->
- Facebook: <https://www.facebook.com/pages/The-North-51st-Group/161528520552778>

Tallgrass Talent Group

- LinkedIn: <https://www.linkedin.com/company/tallgrass-talent-group>
- Facebook: <https://www.facebook.com/pages/Tallgrass-Talent-Group/230899240370271>
- Google Plus: <https://plus.google.com/102509025332240291458/posts>
- Pinterest: <http://www.pinterest.com/tallgrasstalent/>
- Twitter (page not located)
- Instagram: @tallgrasstalentgroup

Zapiddy

- Facebook: https://www.facebook.com/pages/Zapiddy/541078075903763?hc_location=timeline
- Twitter: <https://twitter.com/zapiddy>

MidWest Project Services

- Facebook: <https://www.facebook.com/pages/MidWest-Project-Services/124962860892097>