

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317363

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900301008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DBA Direct, Inc.		09/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DAT Clear Measures, LLC		
Street Address:	22 Crosby Drive		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2522465	WORRYLESS	
Registration Number:	2638640	DBADIRECT ONGUARD	
Registration Number:	2582764	DBADIRECT	
CORRESPONDENCE DATA			
Fax Number:	4048884190		
<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:	4048884001		
Email:	cjmoore@hunton.com		
Correspondent Name:	C. John Moore		
Address Line 1:	600 Peachtree Street		
Address Line 2:	Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.000101		
NAME OF SUBMITTER:	C. John Moore		
SIGNATURE:	/CJM/		
DATE SIGNED:	09/18/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 11, 2014 ("Effective Date") by and between **DBA Direct, Inc.**, a Delaware corporation ("Assignor"), and **DAT Clear Measures, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations set forth on Schedule A attached hereto, and in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee operates and conducts, or is the successor to, the business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DBA Direct, Inc.



Name: JOHN T. BOSTICK

Title: CEO

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Agreed to and accepted by:

DAT Clear Measures, LLC

A handwritten signature in black ink, appearing to read 'Kirk Arnold', written over a horizontal line.

Name: Kirk Arnold

Title: Chief Executive Officer

[Signature Page to dBaDirect Trademark Assignment]

TRADEMARK
REEL: 005366 FRAME: 0112

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
WORRYLESS	United States of America	76/239,817	11-APR-2001	2,522,465	25-DEC-2001
DBADIRECT ONGUARD (stylized)	United States of America	76/228,844	22-MAR-2001	2,638,640	22-OCT-2002
DBADIRECT	United States of America	75/679,746	09-APR-1999	2,582,764	18-JUN-2002

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