

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318398

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 Foy Group, LLC		06/10/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Manheim, Inc.		
Street Address:	6205 Peachtree Dunwoody Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4306502	BIDREADY	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Samantha Hayes Barber, Esq.		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	96054/920583		
NAME OF SUBMITTER:	Samanatha Hayes Barber		
SIGNATURE:	/Samantha Hayes Barber/		
DATE SIGNED:	09/29/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 10, 2014, is entered into by and between The Foy Group, LLC, a Georgia limited liability company (the "Assignor"), and Manheim, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of April 25, 2014 (the "Purchase Agreement"), by and among the Assignor, BidReady, LLC, a Georgia limited liability company and wholly-owned Subsidiary of the Assignor ("BidReady"), and Manheim MBD, LLC, a Delaware limited liability company and wholly-owned Subsidiary of the Assignee ("Manheim MBD"), BidReady has agreed to assign, transfer, convey and deliver the Assets to Manheim MBD, and to cause the Assignor to assign, transfer, convey and deliver the BidReady Trademark Registration to the Assignee;

WHEREAS, the Assignor is the registered owner of the following mark and registration with the United States Patent and Trademark Office (the "BidReady Trademark Registration"):

Mark	Registration/Serial No.	Goods/Services	Int'l Classes
BIDREADY	4,306,502	On-Line Auction Services	035

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the BidReady Trademark Registration, and the goodwill associated therewith, in each case pursuant to this Assignment and the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of BidReady Trademark Registration. The Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, forever, all of the Assignor's right, title and interest in and to the BidReady Trademark Registration, including the goodwill of the business symbolized thereby, and the Assignee does hereby accept such assignment from the Assignor.

2. Entire Agreement. This Assignment is one of the Transaction Documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the Purchase

Agreement and this Assignment, the terms and provisions of the Purchase Agreement shall prevail.

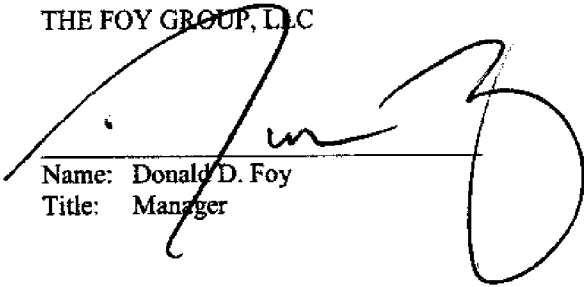
3. Capitalized Terms. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

THE FOY GROUP, LLC

A large, stylized handwritten signature in black ink, appearing to read 'D. Foy', is written over a horizontal line. The signature is positioned to the left of the assignee's signature line.

Name: Donald D. Foy
Title: Manager

ASSIGNEE:

MANHEIM MBD, LLC

Name: Joseph Luppino
Title: Vice President

Execution Page to Trademark Assignment

TRADEMARK
REEL: 005371 FRAME: 0023

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


ASSIGNOR:

THE FOY GROUP, LLC

Name: Donald D. Foy
Title: Manager

ASSIGNEE:

MANHEIM MBD, LLC



Name: Joseph Luppino
Title: Vice President