

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis Garberg and Associates Inc.		08/22/2014	CORPORATION: 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: 10			
Property Type	Number	Word Mark	
Registration Number:	1655747	SUNFLOWER	
Registration Number:	2089387	NEWSROUTE	
Registration Number:	2836708	BILLBOARD BAG	
Registration Number:	2997903	WELCOME SAVINGS	
Registration Number:	3408127	SUPERMARKETING EVENTS THE SUNFLOWER GROU	
Registration Number:	3565296	ECOKIT	
Registration Number:	3343682	LIVE!MEDIA	
Registration Number:	3452317	EVENTVIEW	
Registration Number:	3782917	EVENTWARE	
Registration Number:	4415477	SUNFLOWER MERCHANDISING	
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		

OP \$265.00 1655747

ATTORNEY DOCKET NUMBER:	88337-0010
NAME OF SUBMITTER:	Jennifer L. Jolley
SIGNATURE:	/jennifer l jolley/
DATE SIGNED:	11/25/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK Assignment Agreement (this "Assignment"), dated as of November 3, 2014 ("Effective Date"), is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), and Dennis Garberg and Associates Inc., d/b/a The Sunflower Group, a Kansas corporation ("Seller"), pursuant to that certain Asset Purchase Agreement, dated August 22, 2014 (the "Purchase Agreement"), by and among Buyer, Seller, the Beneficial Owners and certain other parties thereto. Seller and Buyer 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 term will have the following specified meaning:

"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.

2. Trademark Assignment. Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's 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. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

4. 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.

5. 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. 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.

6. **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: SPIN STINGS
Its: CEO

SELLER:

DENNIS GARBERG AND ASSOCIATES
INC.

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

Schedule A

Active U.S. Trademark Registrations

Trademark	Owner of Record	Reg. No.	Reg. Dt.	Status
SUNFLOWER	Dennis Garberg & Associates, Inc.	1655747	Sep. 3, 1991	Registered
NEWSROUTE	Dennis Garberg & Associates, Inc.	2089387	Aug. 19, 1997	Registered
BILLBOARDBAG	Dennis Garberg & Associates, Inc.	2836708	Apr. 27, 2004	Registered
WELCOME SAVINGS	Dennis Garberg & Associates, Inc.	2997903	Sep. 20, 2005	Registered
SUPERMARKING EVENTS THE SUNFLOWER GROUP & Design	Dennis Garberg and Associates, Inc.	3408127	Apr. 8, 2008	Registered
ECOKIT	Dennis Garberg and Associates, Inc.	3565296	Jan. 20, 2009	Registered
LIVE! MEDIA	Dennis Garberg and Associates, Inc.	3343682	Nov. 27, 2007	Registered
EVENTVIEW	Dennis Garberg and Associates, Inc.	3452317	Jun. 24, 2008	Registered
EVENTWARE	Dennis Garberg and Associates, Inc.	3782917	Apr. 27, 2010	Registered
SUNFLOWER MERCHANDISING	Dennis Garberg and Associates, Inc.	4415477	Oct. 8, 2013	Registered

Unregistered Trademarks

