

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herff Jones, Inc		07/01/2014	CORPORATION: INDIANA
The Kelly Touch, LLC		07/01/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	R&S Solutions, Inc		
Doing Business As:	RANDA Solutions		
Street Address:	5000 meridian Blvd		
Internal Address:	suite 400		
City:	franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4278748	OWN IT!	
Registration Number:	4278749	OWN IT!	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	614-259-1901		
Email:	carson@jcstonelaw.net		
Correspondent Name:	J. Carson Stone III		
Address Line 1:	401 Bowling Avenue		
Address Line 2:	#85		
Address Line 4:	Nashville, TENNESSEE 37205		
NAME OF SUBMITTER:	J. Carson Stone III		
SIGNATURE:	/J. Carson Stone III/		
DATE SIGNED:	12/21/2014		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated and effective as of July 1st, 2014 (the "Closing Date"), is entered into by HERFF JONES, INC., an Indiana corporation ("Seller") and THE KELLY TOUCH LLC, an Indiana limited liability company ("Assignor"), for the benefit of R & A SOLUTIONS, INC., a Tennessee corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), the Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire, all of Assignor's rights, title and interest in and to the trademarks (together with the goodwill associated with and symbolized thereby) that are listed in EXHIBIT A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks, including, without limitation, all applications to register any of the Trademarks, and all registrations that have been or may be granted for any of the Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Trademarks.

This Assignment shall be governed by the terms, conditions, representations, warranties and covenants contained in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY FACT OR MATTER WITH RESPECT TO THE TRADEMARKS. ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN OR ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY EXCLUDED. THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY OR ON BEHALF OF THE ASSIGNOR EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT.

EXHIBIT A
TRADEMARKS

1. Own It! U.S. Trademark Registration No. 4278748
2. Own It! (Design plus words) U.S. Trademark Registration No. 4278749

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