

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unclaimed Property Recovery and Reporting, LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Keane UPRR LLC		
Street Address:	1001 Avenue of the Americas		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3748481	PEL	
Registration Number:	3748480	MOR	
Registration Number:	3720312	NEXT OF KIN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	17706-3-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	01/08/2015		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 23, 2014, by and between Unclaimed Property Recovery and Reporting, LLC, a Delaware limited liability company ("Assignor") and Keane UPRR LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of November 21, 2014, as amended (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, conveyance, assignment, transfer and delivery by Assignor to Assignee of all right, title and interest in and to all Proprietary Rights owned by, issued to, licensed or used by Seller (the "Assigned Proprietary Rights");

WHEREAS, the Assigned Proprietary Rights include the trademarks identified on the attached Schedule A (the "Assigned Trademarks");

WHEREAS, Assignor is the owner of all legal title and interest in and to such Assigned Trademarks; and

WHEREAS, in accordance with the Purchase Agreement, effective as of the Effective Date, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept all right, title and interest in and to the Assigned Trademarks; and

WHEREAS, this Assignment is executed pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all worldwide right, title and interest in and to the Assigned Trademarks (together with all goodwill symbolized thereby) and all of Seller's interest in income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect thereto.
3. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the

Assigned Trademarks in any jurisdiction throughout the world and the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall cooperate therewith, at the Assignee's expense. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its Affiliates, all rights necessary to record this Assignment or such documentation with the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world.

4. General.

(a) Entire Agreement; Conflicting Provisions. This Assignment, together with the Purchase Agreement, and all of the exhibits and schedules appended hereto and thereto, constitute the final, complete and exclusive statement of the parties' agreement on the matters contained herein and therein. In the event of a conflict between any specific provision of this Assignment and the provisions of the Purchase Agreement with respect to the subject matter hereof, the provisions of the Purchase Agreement will control.

(b) Successors. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

(c) Counterparts. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission which includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

(d) Governing Law. The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment on the Execution Date.

Unclaimed Property Recovery and Reporting, LLC ("Assignor")

By: M. P. Miller

Name: M.P. Miller

Title: Chief Administrative Officer

STATE OF NJ
COUNTY OF Monmouth

On _____ before me, Rosemarie Klein (the undersigned notary), personally appeared M.P. Miller personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

Rosemarie Klein

Notary Public

ROSEMARIE A. KLEIN
NOTARY PUBLIC OF NEW JERSEY
ID # 2209573
My Commission Expires 2/5/2018

Acknowledged and Agreed:

KEANE UPRR LLC ("Assignee")

By: 

Name: Michael O'Donnell

Title: President and Chief Executive Officer

Signature Page to Trademark Assignment

TRADEMARK
REEL: 005436 FRAME: 0521

SCHEDULE A

Assigned Trademarks

Mark	Country	Reg. No.	Reg. Date
MOR	United States	3748480	2/16/2010
PEL	United States	3748481	2/16/2010
NEXT OF KIN	United States	3720312	12/1/2009