

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACM Chesapeake LLC		03/13/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	APG Media of Chesapeake LLC		
Street Address:	29088 AIRPARK DRIVE		
City:	EASTON		
State/Country:	MARYLAND		
Postal Code:	21601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77884103	THE BARGAINEER	
CORRESPONDENCE DATA			
Fax Number:	6123751143		
<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:	612-904-5609		
Email:	aek@kskpa.com		
Correspondent Name:	Robert T. York		
Address Line 1:	90 South Seventh Street, Suite 5500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Allison Koschnick		
SIGNATURE:	/Allison Koschnick/		
DATE SIGNED:	01/14/2015		
Total Attachments: 4			
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source=Trademark Assignment (ACM to APG)#page4.tif			

OP \$40.00 77884103

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made, executed and delivered as of March 13, 2014, by ACM Chesapeake, LLC, a Maryland limited liability company (the "Assignor"), for the benefit of APG Media of Chesapeake, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor, Assignee and others have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignee has purchased all right, title and interest of Assignor in, to and under the trademarks and service marks owned by the Assignor and used by the Seller in connection with the ownership and operation of the Acquired Business (as defined in the Asset Purchase Agreement) operated by the Assignor, including the registration listed on Schedule A attached hereto, together with all goodwill associated therewith (the "Trademark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademark, together with the goodwill of the Business associated therewith or which is symbolized thereby, including all rights to sue for infringement of the Trademark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Trademark is registered to record Assignee as the owner of the Trademarks and issue any trademarks which may be granted on any applications included in the Trademark to Assignee as assignee of the entire right, title and interest therein and thereto.

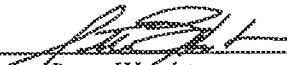
In the event of any conflict or other inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

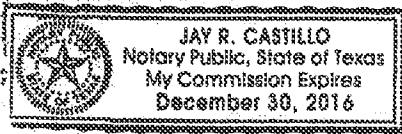
ACM CHESAPEAKE, LLC

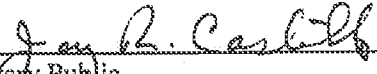
By: 
Name: Scott Wright
Title: President

STATE OF Texas

COUNTY OF Dallas

On this ___ day of March, 2014, before me personally came Scott Wright
President of ACM Chesapeake, LLC, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.





Notary Public

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005441 FRAME: 0906

ACCEPTED:

APG OF CHESAPEAKE, LLC

By: 
Name: Mark C. Adams
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Owner	Country	Trademark	Application/ Registration Number	Filing Date
APG OF CHESAPEAKE, LLC	USA	The Bargaineer	77884103	December 2, 2009