

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329785

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Guthy-Renker LLC | | 04/15/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | RF Acquisition Sub, LLC | | |
| Street Address: | 6922 Hollywood Boulevard | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90028 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2976766 | REVENUE FRONTIER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6197026858 | | |
| <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: | 619-685-3055 | | |
| Email: | usdocketing@scmv.com | | |
| Correspondent Name: | John H. Alspaugh, Esq. | | |
| Address Line 1: | 750 B Street, Suite 2100 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| NAME OF SUBMITTER: | John H. Alspaugh | | |
| SIGNATURE: | /JHA/ | | |
| DATE SIGNED: | 01/22/2015 | | |
| Total Attachments: 4 | | | |
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| source=2015-01-21 Signed Assignment#page2.tif | | | |
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OP \$40.00 2976766


ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is made effective as of this 15th day of April, 2014 (the "Effective Date"), by and between Guthy-Renker, LLC, a Delaware limited liability company ("Assignor"), and RF Acquisition Sub, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor (the, "Trademark") specified in Schedule A attached hereto;

WHEREAS, Assignee desires to acquire the entire and exclusive right, title and interest and any associated goodwill in and to the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest and any associated goodwill in and to the Trademark. ~~on behalf of RF Acquisition Sub, LLC, a Delaware limited liability company~~


NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademark and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademark in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

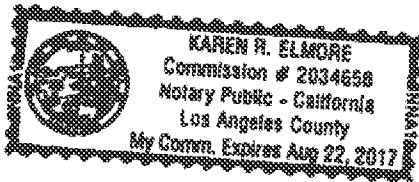
SCHEDULE A
TRADEMARKS

| Trademark | Registration Date | International Class | Registration No. |
|------------------|--------------------------|----------------------------|-------------------------|
| REVENUE FRONTIER | July 26, 2005 | 38 | 2,976,766 |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1188

State of California
County of Los Angeles
On 4-15-2014 before me, Karen R. Elmore, Notary Public
personally appeared Stephanie Blackman



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Trademark Rights

Document Date: 4-15-2014 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer -- Title(s): Corporate Officer -- Title(s):

Individual Individual

Partner -- Limited General Partner -- Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer is Representing: Signer is Representing: