

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leo Burnett Company, Inc.		06/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha245, Inc.		
<b>Street Address:</b>	35 West Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2508551	TURNER DUCKWORTH	
<b>Registration Number:</b>	2570614	!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	William E. Doran		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	William E. Doran		
<b>SIGNATURE:</b>	/William E. Doran/		
<b>DATE SIGNED:</b>	07/22/2015		
<b>Total Attachments: 3</b>			
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source=Trademark assignment to Alpha245 Inc#page2.tif			
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IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made as of June 1, 2015 by and between Leo Burnett Company, Inc., a Delaware corporation ("Assignor"), and Alpha245, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the respective meanings given in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor is a party to that certain Purchase Agreement dated September 4, 2014 (the "Purchase Agreement"), by and among Assignor, Turner Duckworth, LLC, a California limited liability company ("Turner Duckworth") and the other signatories thereto, pursuant to which, among other things, Turner Duckworth sold to Assignor, and Assignor purchased from Turner Duckworth, substantially all of the assets of Turner Duckworth used in the conduct of its business upon the terms and conditions set forth in the Purchase Agreement;

**WHEREAS**, pursuant to a Trademark Assignment, dated as of September 4, 2014, entered into in connection with the consummation of the Purchase Agreement, Assignor became the owner of the trademarks set forth on Schedule 1 attached hereto and the goodwill symbolized thereby (the "Marks"), which constituted part of the Transferred Assets under the Purchase Agreement; and

**WHEREAS**, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Marks to Assignee, and Assignee desires to accept such assignment and transfer.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in, to and under the Marks together with: (i) all registrations thereof and applications therefor and rights corresponding thereto in the United States of America, the United Kingdom and throughout the world; (ii) the right to sue for and recover damages and profits from past, present and future infringements thereof; (iii) all of the goodwill connected with the Marks; and (iv) the right to secure renewals, reissues and extensions of the Marks or registrations thereof in the United States of America, the United Kingdom and throughout the world, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be reasonably required for obtaining or perfecting Assignee's title in and to the Marks, all at the expense of Assignee or its successor in interest (as applicable).

*[signature page follows]*


IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first set forth above.

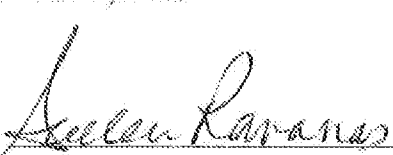
**ASSIGNOR:**

**ASSIGNEE:**

LEO BURNETT COMPANY, INC.

ALPHA245, INC.

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Patrick Dumouchel

Name: Suellen Ravanos

Title: CFO

Title: CFO

**SCHEDULE 1**

**Trademarks**

<b>TRADEMARK</b>	<b>APPLICATION / REGISTRATION NOS.</b>	<b>COUNTRY</b>
TURNER DUCKWORTH	2204478	UK
TURNER DUCKWORTH	2,508,551	USA
"exclamation eye logo" !	2204484	UK
"exclamation eye logo" !	2,570,614	USA
EYE THINK	2283731	UK