

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Fulfillment Services, Inc.		07/31/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Young America, LLC		
Street Address:	10 South Fifth Street		
Internal Address:	7th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3023650	PROMOTION TOOLBOX	
Registration Number:	2996219	PAPERLESS REBATES	
Registration Number:	2996218	WEB-REBATES	
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>			
Email:	trademark@winthrop.com		
Correspondent Name:	Martha J. Engel		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	16048.1		
NAME OF SUBMITTER:	Martha J. Engel		
SIGNATURE:	/Martha J. Engel/		
DATE SIGNED:	08/19/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of July 31, 2015 between Global Fulfillment Services, Inc., an Arizona corporation having its principal place of business at 8080 South Pointe Parkway West, Phoenix, Arizona 85044 (hereinafter "Assignor"), and Young America, LLC, a Minnesota limited liability company having its principal place of business at 10 South Fifth Street, 7th Floor, Minneapolis, Minnesota 55402 ("Assignee").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the trademarks shown in Schedule A attached hereto (hereinafter referred to as the "Marks");

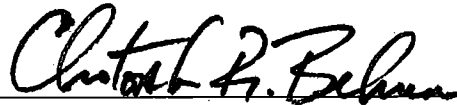
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

**GLOBAL FULFILLMENT SERVICES,
INC.**

By: 

Its: President & CEO

SCHEDULE A

Mark	Country	Reg. No.	Reg. Date
PROMOTION TOOLBOX	United States	3,023,650	December 6, 2005
PAPERLESS REBATES	United States	2,996,219	September 13, 2005
WEB-REBATES	United States	2,996,218	September 13, 2005

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