

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Efficient Collaborative Retail Marketing Company, LLC		08/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Market Track, LLC		
Street Address:	233 S. Wacker Drive, Suite 1801		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86699497	AD COMPARISONS	
Serial Number:	86699539	PROMO IMPACT	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	64985-00007		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	08/31/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made and entered into this 31st day of August, 2015 by and between EFFICIENT COLLABORATIVE RETAIL MARKETING COMPANY, LLC, a Delaware limited liability company (“**Assignor**”), located at 27070 Miles Road, Suite A, Solon, Ohio 44139 and MARKET TRACK, LLC, a Delaware limited liability company (“**Assignee**”), located at 233 S. Wacker Drive, Suite 1801, Chicago, Illinois 60606.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement pursuant to which Assignor has agreed to transfer certain assets and liabilities to Assignee (the “**Purchase Agreement**”), including the trademark registration applications set forth on Schedule A hereto (the “**Trademark Applications**”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor’s right, title and interest in and to the Trademark Applications.

NOW, THEREFORE, for the consideration stated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademark Applications, and any registrations issuing thereon, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment had not been made.

2. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

4. This Trademark Assignment may be executed in counterparts and such counterparts may be delivered in electronic format (including by facsimile or .pdf signature), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

5. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

EFFICIENT COLLABORATIVE RETAIL MARKETING
COMPANY, LLC

By: Gregory Farrar

Name: Gregory Farrar

Title: Chief Executive Officer

ASSIGNEE:

MARKET TRACK, LLC

By: _____

Name: Wayne Mincey

Title: Chief Executive Officer

Signature Page to ECRM Trademark Assignment

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

EFFICIENT COLLABORATIVE RETAIL MARKETING
COMPANY, LLC

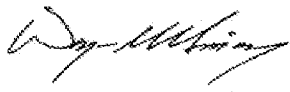
By: _____

Name: _____

Title: _____

ASSIGNEE:

MARKET TRACK, I.L.C

By:  _____

Name: Wayne Mincey

Title: Chief Executive Officer

Signature Page to ECRM Trademark Assignment

SCHEDULE A

Trademark Applications

Docket Number	Country	Status	Mark	Application Number	Application Date	Registration Number	Registration Date	Next Renewal	Classes
ECRZ 500079US01	United States	FILED	AD COMPARISONS	86/699,497	21-Jul-15				035
ECRZ 500080US01	United States	FILED	PROMO IMPACT	86/699,539	21-Jul-15				009