

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM353271

<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>
Thumbprint Ltd.		08/31/2015	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Market Track, LLC		
<b>Street Address:</b>	233 S. Wacker Drive, Suite 1801		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4161650	THE BASE RATING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie S. Kann, Senior Paralegal		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	64985-00007		
<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann		
<b>SIGNATURE:</b>	/stephanie s. kann/		
<b>DATE SIGNED:</b>	08/31/2015		
<b>Total Attachments: 4</b>			
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source=Project Erie_Short Form Trademark Assignment - Thumbprint Ltd to Market #page3.tif			

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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 THUMBPRINT LTD., a Ohio limited liability company (“**Assignor**”), located at 31200 Carter Street, 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, Efficient Collaborative Retail Marketing Company, LLC, a Delaware limited liability company (“**ECRM**”), and Assignee have entered into an Asset Purchase Agreement pursuant to which ECRM has agreed to transfer, or cause to be transferred, certain assets and liabilities to Assignee (the “**Purchase Agreement**”), including the registered trademarks of Assignor set forth on Schedule A hereto (the “**Trademarks**”); 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 Trademarks.

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 Trademarks, 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:

THUMBPRINT LTD.

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 the Thumbprint 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:**

THUMBPRINT LTD.

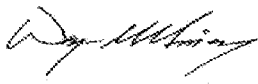
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

MARKET TRACK, LLC

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

Name: Wayne Mincey

Title: Chief Executive Officer

*Signature Page to the Thumbprint Trademark Assignment*

## **SCHEDULE A**

### **Trademarks**

<b>Docket Number</b>	<b>Country</b>	<b>Status</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Next Renewal</b>	<b>Classes</b>
THUM 500012CN01	China P.R.	REGISTERED	THE BASE RATING	8690880	21-Sep-10	8690880	07-Oct-11		009
THUM 500012CN02	China P.R.	REGISTERED	THE BASE RATING	8690879	21-Sep-10	8690879	21-Oct-11		042
THUM 500012EM0 1	Community Trademark	REGISTERED	THE BASE RATING	009390949	21-Sep-10	009390949	01-Mar-11		009/042
THUM 500012US01	United States	REGISTERED	THE BASE RATING	77/966,785	24-Mar-10	4,161,650	19-Jun-12	19-Jun-22	009/042