

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snap Marketing, LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mosaic Sales Solutions US Operating Co., LLC		
Street Address:	5 Hanover Square, MEZZ		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3886310	ESCALATE	
Serial Number:	86698486	MARKETING MIX PRIORITIZER	
CORRESPONDENCE DATA			
Fax Number:	7044448851		
<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:	704-343-2098		
Email:	cherylsmith@mcguirewoods.com		
Correspondent Name:	cheryl smith		
Address Line 1:	c/o Mcguirewoods LLP, 201 North Tryon St		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2065924-0025		
NAME OF SUBMITTER:	Cheryl Smith		
SIGNATURE:	/CHERYL SMITH/		
DATE SIGNED:	09/02/2015		
Total Attachments: 3			
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OP \$65.00 3886310

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**") is made as of September 1, 2015, by Snap Marketing, LLC, a Delaware limited liability company ("**Assignor**"), to Mosaic Sales Solutions US Operating Co., LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement (as defined below).

STATEMENT OF PURPOSE

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of July 31, 2015 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Purchased Assets, including without limitation the trademarks and trademark applications listed on Schedule A (collectively, the "**Scheduled Marks**").

B. It is a condition to Assignee's obligations to consummate the Transactions that Assignor executes and delivers this Assignment.

C. In order to induce Assignee to so consummate the Transactions, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under all of Assignor's registered and unregistered trademarks, trademark applications and trade names, including without limitation the Scheduled Marks.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under all of Assignor's registered and unregistered trademarks, trademark applications and trade names, including without limitation the Scheduled Marks, in each case together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement of any such trademark, trademark application or tradename, whether arising prior to or subsequent to the date hereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws thereunder.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on its behalf by its duly authorized officer as of the date first above written.

SNAP MARKETING, LLC

By *David E. Hazan*
Name: David Hazan
Title: Chief Executive Officer

State of New York)
County of New York) ss.:

On this 31st day of August 2015, before me, Marilyn Feuer personally appeared David E. Hazan, Chief Executive Officer of Snap Marketing LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Marilyn Feuer
Notary Public

MARILYN FEUER
Notary Public, State of New York
Registration #02FE6236043
Qualified in New York County
Commission Expires Feb. 22, 2019

Signature Page to Assignment of Intellectual Property

TRADEMARK
REEL: 005614 FRAME: 0795

Schedule A

Registrations

Assignor	Mark	Registration Number	Registration Date	Status
Snap Marketing, LLC	Escalate	3886310	December 7, 2010	Registered

Applications

Assignor	Mark	Serial Number	Application Date	Status
Snap Marketing, LLC	Marketing Mix Prioritizer	86698486	July 20, 2015	Pending