TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM360260

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clayton Venture Group, L.L.C.		07/27/2015	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Enterprise Holdings, Inc.	
Street Address:	600 Corporate Park Drive	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	CORPORATION: MISSOURI	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86358910	PERFORMANCE GATEWAY
Serial Number:	85363260	PERFORMANCEGATEWAY
Serial Number:	85418521	PERFORMANCE CLAIMS

CORRESPONDENCE DATA

Fax Number: 3146673633

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.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Thomas A. Polcyn **Correspondent Name:** Address Line 1: One US Bank Plaza Address Line 2: Thompson Coburn LLP Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	51017-136981	
NAME OF SUBMITTER:	Thomas A. Polcyn	
SIGNATURE:	/thomas a. polcyn/	
DATE SIGNED:	10/28/2015	

Total Attachments: 3

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TRADEMARK REEL: 005654 FRAME: 0417

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective July 27, 2015 (the "Effective Date"), by and between Clayton Venture Group, L.L.C., a limited liability company organized under the laws of Missouri with an address of 600 Corporate Park Drive, St. Louis, Missouri 63105 ("Assignor") and Enterprise Holdings, Inc., a corporation organized under the laws of Missouri with an address of 600 Corporate Park Drive, St. Louis, Missouri 63105 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, and in and to the registrations and applications therefor, set forth on *Schedule A* attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor desires that the Trademarks be owned by Assignee, and Assignee desires to own said Trademarks; and

WHEREAS, Assignee is an affiliate of Assignor, and is successor to that portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

- 1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
- 2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
- 3. Assignee may record this Assignment with the United States Patent and Trademark Office and Canadian Trade-Marks Office. All costs associated with any such registrations or recordations shall be paid by Assignee.
- 4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign

the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

Clayton Venture Group, L.L.C.

Th,

Signature

Meredith Perkins, Secretary Printed Name and Title

Enterprise Holdings, Inc.

By:

Signature

Teresa A. Holderer, Vice President

Printed Name and Title

Schedule A to Trademark Assignment

Mark	Country	Status	App. No.	Reg. No.
PERFORMANCE	Canada	Registered	1533937	TMA907239
GATEWAY PERFORMANCE	U.S.	Pending	86358910	
GATEWAY				
PERFORMANCE GATEWAY	U.S.	Pending	85363260	
PERFORMANCE CLAIMS	U.S.	Registered	85418521	4354655