

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Junctions Solutions, Inc.		12/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RSM US LLP		
Street Address:	801 Nicollet Mall, 11th Floor - West Tower		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4149178	CLEAR THRU	
Registration Number:	4153105	CLEARTHRU	
CORRESPONDENCE DATA			
Fax Number:	3125778994		
<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:	312-902-5200		
Email:	deborah.wing@kattenlaw.com		
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337808-9/JUNCTION SOLUTIO		
NAME OF SUBMITTER:	Deborah A. Wing		
SIGNATURE:	/DAW/		
DATE SIGNED:	12/01/2015		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this December 1, 2015, by and between Junction Solutions, Inc., a Delaware corporation (“Assignor”), having a principal place of business at 4643 South Ulster Street, Suite 400, Denver, CO 80237 and RSM US LLP, an Iowa limited liability partnership (“Assignee”), having a principal place of business at 801 Nicollet Mall, 11th Floor – West Tower, Minneapolis, MN 55402.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 12, 2015 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred and assigned to Assignee;

WHEREAS, Assignor owns all rights, title and interest in and to and is the sole and exclusive owner of the trademarks and/or service marks listed on Schedule A, attached hereto and incorporated herein and all registrations and registration applications therefor (collectively, the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor’s rights, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

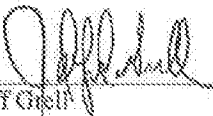
NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as beneficial owner, does hereby irrevocably assign, sell and transfer to Assignee all of Assignor’s rights, title and interest in and to the Marks (including without limitation all registrations and registration applications therefor), together with all goodwill of the business associated with and symbolized by the Marks, the right to prosecute and collect monetary damages for past, present and future infringements and other violations thereof.

FURTHER, Assignor agrees to execute and provide, promptly upon Assignee’s request, such further instruments, documents or assignments as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor’s rights in and to the Marks, including all registrations and registration applications therefor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed and delivered as of the date first set forth above.

JUNCTION SOLUTIONS, INC.

By: 
Name: Jeff Grich
Title: President

[Signature Page to Assignment of Trademarks]

SCHEDULE A

MARK	REGISTRATION NO./ SERIAL NO.	REGISTRATION DATE/ FILING DATE
CLEAR THRU	4149178 / 85383081	July 28, 2011 / May 29, 2012
CLEARTHRU	4153105 / 85383072	July 28, 2011 / June 5, 2012