

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Yellow Pages Consultants, Inc. (doing business as Marquette Group)		01/12/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mindstream Media, LLC		
Street Address:	4841 Summer Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38122		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4578982	LEADSTREAM	
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<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:	(901) 537-1063		
Email:	lminton@wyattfirm.com		
Correspondent Name:	Jami K. Lazarov		
Address Line 1:	1715 Aaron Brenner Dr., Suite 800		
Address Line 2:	WYATT, TARRANT & COMBS, LLP		
Address Line 4:	Memphis, TENNESSEE 38120-4367		
ATTORNEY DOCKET NUMBER:	603612.20		
NAME OF SUBMITTER:	Jami K. Lazarov, Tennessee Bar Member		
SIGNATURE:	/Jami K. Lazarov/		
DATE SIGNED:	01/12/2016		
Total Attachments: 4			
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Assignment of Service Marks and Trademarks

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 12 day of January, 2016, by General Yellow Pages Consultants, Inc. (doing business as Marquette Group) with its principal place of business at 222 NE Monroe Street, 8th Floor and 9th Floor, Regency Plaza, Peoria, Illinois 61602 ("Assignor"), to Mindstream Media, LLC, a Tennessee limited liability company with its principal place of business at 4841 Summer Avenue, Memphis, TN 38122 ("Assignee").

RECITAL

Assignor and Assignee are parties to an Asset Purchase and Sale Agreement dated as of January 12, 2016 by and between Assignor, Chris Cummings and Eric Webb, who are both the owners of all the outstanding capital stock in the Assignor, Assignee, and Eastport Holdings, LLC, a Tennessee limited liability company (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications, and trade names, including without limitation the service mark and trademark registrations listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Copyrights and Trademarks, 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 the said 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 the said Assignor had this Assignment of Copyrights and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

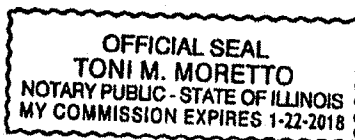
[Signatures on Following Pages]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

General Yellow Pages Consultants, Inc.

By: *Eric D. Webb*
Name: **ERIC D. WEBB**
Title: **PRESIDENT**

[SEAL]



State of *IL*)
) ss.:
County of *Peoria*

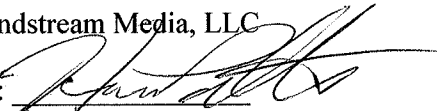
On this 11 day of January, 2016, before me, *Toni*, personally appeared *Eric*, *President*
Coryora Y.P., personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same 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.

Toni M. Moretto
Notary Public

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

Mindstream Media, LLC

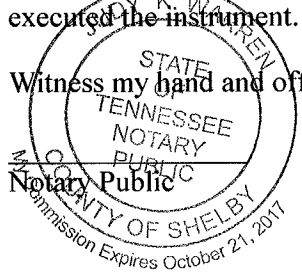
By: 
Name: Homer C. Patton, Jr.
Title: Chairman

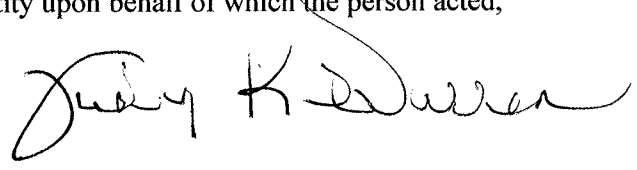
[SEAL]

State of Tennessee)
)
County of Shelby) ss.:

On this 8th day of January, 2016, before me, Judy K. Duran personally appeared Homer C. Patton, Jr., Chairman of Mindstream Media, 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.





SCHEDULE A

<u>Trademark Description</u>	<u>Owner</u>	<u>Registration Number/Date</u>
LEADstream	General Yellow Pages Consultants, Inc.	4578982 August 5, 2014