

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375209

<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>
Category 99, Inc.		02/17/2016	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deluxe Small Business Sales, Inc.		
<b>Street Address:</b>	3680 Victoria Street North		
<b>City:</b>	Shoreview		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3332161	MACHIGHWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	612.332.5300		
<b>Email:</b>	deluxetm@merchantgould.com		
<b>Correspondent Name:</b>	Heather J. Kliebenstein		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	12839.284US01		
<b>NAME OF SUBMITTER:</b>	Heather J. Kliebenstein		
<b>SIGNATURE:</b>	/Heather J. Kliebenstein/		
<b>DATE SIGNED:</b>	03/02/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

February 17, 2016

A. Category 99, Inc., a Colorado corporation doing business as “MacHighway” (“Assignor”), is the owner of that certain trademark listed on Exhibit A attached hereto (the “Mark”);

B. Deluxe Small Business Sales, Inc., a Minnesota corporation (“Assignee”), and Assignor are parties an Asset Purchase Agreement (the “Purchase Agreement”) pursuant to which Assignee is acquiring the Mark; and

C. Assignee, as the acquirer of the Mark and related assets of Assignor’s business, pursuant to the Purchase Agreement, is the successor to the business of Assignor that utilizes the Mark, which business is on going and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Mark, including all registrations and applications to register the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark.

2. Acceptance. Assignee accepts assignment of the Mark.

3. Miscellaneous. (a) Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest all right, title and interest in and to the Marks in Assignee, its successors, assigns and legal representatives or nominees.

(b) This Assignment Agreement (“Agreement”) and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(c) This Agreement is made subject to all of the representations, warranties, and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern. For the avoidance of doubt, each of Assignor and Assignee agree that all remedies for a breach hereof shall be addressed under the provisions of the Purchase Agreement.

(d) This Agreement will be construed under and governed by the laws of the State of Minnesota

(e) This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

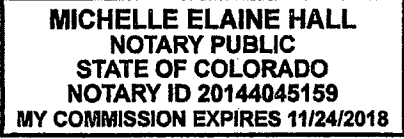
CATEGORY 99, INC.  
d/b/a MACHIGHWAY

By: [Signature]  
Its: PRESIDENT

STATE OF Colorado )  
                                          )ss:  
COUNTY OF Denver )

On this 17 day of February, 2016, personally appeared Christopher Graves to me known and known to be the President of Category 99, Inc., a Colorado corporation d/b/a MacHighway, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

Michelle Elaine Hall  
Notary Public



**ASSIGNEE:**

DELUXE SMALL BUSINESS SALES, INC.

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

STATE OF \_\_\_\_\_ )  
                                          )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2016, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of Deluxe Small Business Sales, Inc. a Minnesota corporation, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

CATEGORY 99, INC.  
d/b/a MACHIGHWAY

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

STATE OF \_\_\_\_\_ )  
                                          )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of Category 99, Inc., a Colorado corporation d/b/a MacHighway, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

**ASSIGNEE:**

DELUXE SMALL BUSINESS SALES, INC.

By: *[Signature]*  
Its: SVP SMALL BUSINESS SERVICES

STATE OF Minnesota )  
                                          )ss:  
COUNTY OF Ramsey )

On this 17 day of February 2016, personally appeared Malcolm J. McRoberts, to me known and known to be the SVP Small Business Services of Deluxe Small Business Sales, Inc. a Minnesota corporation, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

*[Signature]*  
Notary Public



[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A**

**Trademark**

<b><u>Trademark</u></b>	<b><u>Registration #</u></b>	<b><u>Filing Date</u></b>
MacHighway	3332161	3/1/2006