

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386373

<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>
BDS Marketing, Inc.		06/01/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDS Marketing, LLC		
<b>Street Address:</b>	10 Holland Drive		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3065803	BDS MKTG	
<b>Registration Number:</b>	4228936	RMSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7043778105		
<b>Email:</b>	lbarnes@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Lani Barnes		
<b>Address Line 1:</b>	101 North Tryon Street, Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Lani Barnes		
<b>SIGNATURE:</b>	/Lani Barnes/		
<b>DATE SIGNED:</b>	06/02/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of June 1, 2016, is among BDS Marketing, Inc., a California corporation (“BDS”), Channel Partners, a Nevada corporation (“Channel Partners”); BDS Shared Services, LLC, a Delaware limited liability company (“BDS Shared Services,” and together with BDS and Channel Partners, the “Sellers”) and BDS Marketing, LLC, a Delaware limited liability company (the “Buyer”), and is delivered in connection with the consummation of the transactions contemplated by that certain Purchase Agreement, dated as of the date hereof, by and among the Sellers, the Buyer and the Parent (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, and in consideration of Buyer’s payment of the Purchase Price specified therein, Sellers do hereby sell, assign, convey, transfer and deliver to Buyer, its successors and its assigns, all of Sellers’ right, title and interest in and to all Seller Proprietary Rights (including, without limitation, those listed in the **Appendix** attached hereto), together with the goodwill associated therewith, and including, without limitation, all common law rights in and to the Seller Proprietary Rights and the right, if any, to secure all renewals and extensions thereof in all countries, and the right to sue and recover for, and the right to profits or damages due, accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of, or damage or injury to the Seller Proprietary Rights or the accompanying goodwill.

Each Seller agrees that, upon Buyer’s reasonable request, each such Seller will furnish all reasonably necessary documentation available to such Seller relating to or supporting chain of title, sign all reasonably appropriate papers, take all reasonably appropriate oaths, and do all reasonably appropriate acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Seller Proprietary Rights in Buyer, its successors, assigns and legal representatives or nominees.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to supersede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the terms set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

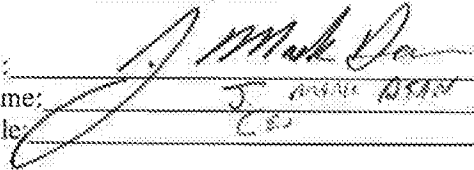
This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, and shall be binding upon Sellers and Buyer and shall inure to the benefit of such parties and their successors and assigns.

[Signatures on the following page]

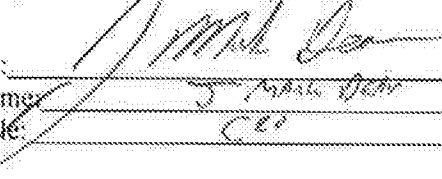
IN WITNESS WHEREOF, Sellers and Buyer have executed this Assignment effective as of the date first written above.

**SELLERS:**

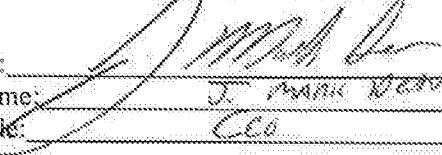
**BDS MARKETING, INC.**

By:   
Name: J. MARK DEAN  
Title: CEO

**CHANNEL PARTNERS, LLC**

By:   
Name: J. MARK DEAN  
Title: CEO

**BDS SHARED SERVICES, LLC**

By:   
Name: J. MARK DEAN  
Title: CEO

**BUYER:**

**BDS MARKETING, LLC**

By: \_\_\_\_\_  
Name: Craig Hille  
Title: Manager

**IN WITNESS WHEREOF**, Sellers and Buyer have executed this Assignment effective as of the date first written above.

**SELLERS:**

**BDS MARKETING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHANNEL PARTNERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BDS SHARED SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**BDS MARKETING, LLC**

By:  \_\_\_\_\_  
Name: Craig Hille  
Title: Manager

Appendix

Seller Proprietary Rights

Trademark for BDS MKTG in the U.S. (Reg. No. 3,065,803) and Canada (Reg. No. TMA675782)

Trademark for RMSe in the U.S. (Reg. No. 4,228,936)

<b>Domain Name</b>	<b>Expiration Date</b>
<b>bdsmarketing.com</b>	2017-07-11
<b>bdsmarketinginc.com</b>	2017-07-18
<b>bdsmtg.com</b>	2016-11-22
<b>bdstalentcenter.com</b>	2016-10-07
<b>bdsuniversity.com</b>	2016-05-29
<b>bestbuydisplayfix.com</b>	2017-04-06
<b>Brandadvocacyrating.com</b>	2017-03-29
<b>channelpartners.com</b>	2016-06-06
<b>channeltrainer.com</b>	2016-10-05
<b>gameofretail.com</b>	2016-07-07
<b>narmscertifyu.com</b>	2019-02-23
<b>onbrandlearning.com</b>	2017-02-11
<b>retailaccess.com</b>	2018-07-28
<b>rmseast.com</b>	2016-11-21
<b>targetdisplayfix.com</b>	2017-04-06
<b>thinkenergyupgrade.com</b>	2016-08-21
<b>trainenergyupgrade.com</b>	2016-06-11
<b>Trainingperformanceindex.com</b>	2017-03-29
<b>usbuniversity.com</b>	2016-11-05
<b>walmartdisplayfix.com</b>	2017-04-06