

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TMP Directional Marketing, LLC		05/26/2011	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gregg Stewart		
<b>Street Address:</b>	16 George Hull Hill Rd		
<b>City:</b>	Redding		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06896		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3809501	15MILES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037905954		
<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>	2037441929		
<b>Email:</b>	fgp@danburylaw.com		
<b>Correspondent Name:</b>	Francis Pennarola		
<b>Address Line 1:</b>	Francis Pennarola		
<b>Address Line 4:</b>	Danbury, CONNECTICUT 06810		
<b>NAME OF SUBMITTER:</b>	Francis G. Pennarola		
<b>SIGNATURE:</b>	/francis g. pennarola/		
<b>DATE SIGNED:</b>	06/22/2016		
<b>Total Attachments: 10</b>			
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**TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT**

This TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") is entered into as of the Effective Date (as defined below), by and between TMP Directional Marketing, LLC, a Delaware limited liability company ("Assignor"), and Gregg Stewart, an individual with an address at 16 George Hull Hill Rd., Redding, CT 06896 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to an Agreement and Release (the "Release"), which Release shall become effective as of the date set forth in Section 7 thereof (the "Effective Date");

WHEREAS, in connection with the transactions contemplated by the Release, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in and to the Trademark (as defined below) in accordance with the terms and conditions of this Agreement; and

WHEREAS, in connection with the transactions contemplated by the Release, Assignee has agreed to grant to Assignor, and Assignor has agreed to accept from Assignee, a license under the Trademark in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Release and this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Party agrees as follows.

1. Trademark. The term "Trademark" means (i) the trademark "15MILES," together with the goodwill associated therewith, including the United States trademark registrations set forth on Exhibit A, but excluding the United States trademark applications set forth on Exhibit B, and (ii) the domain name "15miles.com."
2. Assignment. Effective as of the Effective Date, Assignor shall sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark, the same to be held and enjoyed by Assignee for his own use and benefit and for his successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. On the Effective Date, Assignor shall request (i) the Commissioner of the Patents and Trademarks to record Assignee as the assignee of the Trademark and (ii) the registrar of the domain name "15miles.com" to facilitate the transfer of such domain name to Assignee. In the event that the Release does not become effective (and thus the Effective Date does not occur), the transactions contemplated by this Section 2 shall not be consummated.
3. Disclaimer. THE TRADEMARK IS SOLD, TRANSFERRED AND ASSIGNED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ASSIGNOR DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-DILUTION, OWNERSHIP,



TITLE, REGISTRABILITY, VALIDITY OR ENFORCEABILITY OF THE TRADEMARK, OR FITNESS FOR A PARTICULAR PURPOSE.

4. Additional Terms and Conditions. Each Party shall be bound by the additional terms and conditions set forth on Exhibit C. Assignee shall hold such terms and conditions in confidence, using the same or greater degree of care he uses with his own similarly sensitive information (but in no event less than a reasonable degree of care). Without limiting the generality of the foregoing, Assignee shall not file or record Exhibit C with the United State Patent and Trademark Office or any similar entities or agencies in the United States or any foreign countries.
  
5. Miscellaneous
  - (a) Governing Law; Exclusive Jurisdiction. All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. With respect to any litigation arising out of or relating to this Agreement, the Parties agree that it shall be exclusively filed in and heard by the state or federal courts with jurisdiction to hear such suits located in the State of Delaware, and each Party hereby submits to the exclusive jurisdiction of such courts and waives all objections to jurisdiction, venue and convenience of forum.
  
  - (b) Entire Agreement; Modification. This Agreement (including the exhibits) and the Release embody the complete agreement and understanding between the Parties and supersede and preempt any prior understandings, agreements or representations by or between the Parties, whether written or oral, which may have related to the subject matter hereof or thereof in any way. In the event that any term or condition of this Agreement conflicts with any term or condition of the Release, the terms and conditions of the Release shall prevail in all respects. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by both Parties.
  
  - (c) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.
  
  - (d) Relationship of the Parties. The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture, franchise, employment or other joint business arrangement between the Parties, or (ii) any fiduciary duty owed by one Party to the other Party or any other Person. Neither Party shall have any right, power or authority to create, and shall not represent to any Person that he or it has the right, power or authority to create, any obligation, express or implied, on the other Party's behalf.



- (e) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon Assignor and Assignee and shall be enforceable and such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the Parties to the maximum extent possible under applicable law.
- (f) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

\* \* \* \* \*



IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the Effective Date.

TMP Directional Marketing, LLC

By: Michael T. Flander

Name: Michael T. Flander

Title: President & CEO

Gregg Stewart

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the Effective Date.

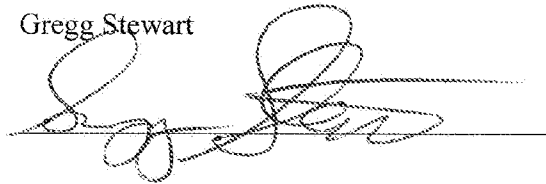
TMP Directional Marketing, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Gregg Stewart

A handwritten signature in black ink, appearing to read "Gregg Stewart", is written over a horizontal line. The signature is stylized and cursive.

*Signature Page – Trademark Assignment and License Agreement*

A small, handwritten mark or signature in the bottom right corner, possibly initials, consisting of two stylized, overlapping loops.

Exhibit A  
Trademark Registrations

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
15MILES	77769402	June 26, 2009	3809501	June 29, 2010
15MILES	77787468	July 22, 2009	3936279	March 29, 2011

*SS.*



**Exhibit B**  
**Excluded Trademark Applications**

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
15MILES	85210260	January 4, 2011	N/A	N/A
15MILES	85211164	January 5, 2011	N/A	N/A

*AS*

**Exhibit C**  
**Additional Terms and Conditions**

- I. License Grant. Effective as of the Effective Date, Assignee hereby grants to Assignor a non-exclusive, royalty-free, fully paid up, worldwide, transferable, sublicensable right and license to use the Trademark solely for the purpose of invoicing and collecting account receivables in connection with the operation of the businesses of Assignor or any of its Affiliates until the expiration of the License Term (as defined in Section II of this Exhibit C), subject to Assignee's right to quality control to the extent necessary to avoid the risk of invalidation or unenforceability of the Trademark. The term "Affiliate" means, with respect to a Party, any other person or entity that, directly or indirectly, is controlled by, is under common control with, or controls such Party. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
  
- II. Term and Termination. The term of this Agreement shall continue in full force and effect for a period of twelve (12) months after the Effective Date (the "License Term"). Prior to the expiration of the License Term, Assignee may not terminate this Agreement or the License Term even if Assignor breaches any provision of this Agreement. Except for Section I of this Exhibit C, all other provisions of this Agreement shall survive the termination or expiration of this Agreement for any reason.
  
- III. Change of Ownership. For a period of twelve (12) months after the Effective Date, Assignee shall include, in connection with Assignee's use of the Trademark, a written notice (with reasonable font size) that Assignee has acquired ownership of the Trademark from Assignor effective as of the Effective Date (including, without limitation, a written notice on the homepage of any website using the Trademark), and such notice shall be subject to Assignor's prior written approval. For the avoidance of doubt, Assignee acknowledges and agrees that he does not have nor will he have any right, title or interest in or to any account receivable or any other assets of Assignor (other than the Trademark).
  
- IV. Indemnification. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and its and their respective equity holders, directors, officers, partners, employees, agents and representatives and shall pay all Liabilities incurred by any of them as a result of, arising out of, or in connection with any use of the Trademark by the indemnifying Party or any of its licensees after the Effective Date. The term "Liability" means all damages, claims, losses, liabilities, fees, expenses and costs, including, without limitation, reasonable attorneys' fees.
  
- V. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION IV OF THIS EXHIBIT C AND ASSIGNEE'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4 IN THE BODY OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL,



SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OPPORTUNITY COSTS) ARISING OUT OF OR RESULTING FROM ANY PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, AND WHETHER A CLAIM IS BASED ON CONTRACT, STATUTE, TORT OR OTHERWISE.

- VI. Assignment. Assignor may assign its rights and obligations under this Agreement to another person or entity without Assignee's consent (i) in connection with a sale of any asset or business unit of Assignor or any of its Affiliates, or a merger, consolidation or other similar transaction, or (ii) to a lender as collateral security, and such lender, upon exercise of its rights and remedies, may assign this Agreement to any person or entity. Without limiting the generality of the foregoing, in the event of Assignor filing voluntary petitions under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") or any other insolvency or bankruptcy proceeding in which Assignor is the debtor, Assignor or the debtor-in-possession or trustee shall have the right to assume this Agreement and to assume and/or assign this Agreement notwithstanding any provision of the Bankruptcy Code prohibiting Assignor from assuming and/or assigning this Agreement, including, without limitation, under section 365(c) of the Bankruptcy Code, by filing a motion with the United States Bankruptcy Court or other applicable court seeking approval of such assumption or such assumption and/or assignment. Unless Assignor otherwise consents, Assignee may only assign his rights and obligations under this Agreement together with the Trademark to another person or entity. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- VII. Bank Agent and Lender Rights. General Electric Capital Corporation, in its capacity as administrative agent and collateral agent (in such capacities, and together with any successors and assigns in such capacity, the "Bank Agent") for Assignor's secured lenders (collectively, the "Lenders") under that certain Amended and Restated Credit Agreement, dated as of October 12, 2006, by and among Assignor, as borrower, the Bank Agent and the Lenders (as amended, restated or otherwise modified from time to time, the "Assignor Credit Agreement"), and each of the Lenders, shall be deemed a third party beneficiary under this Agreement entitled to exercise and enforce any and all rights, powers, privileges and remedies of Assignor pursuant to this Agreement and, as provided in the applicable Loan Documents (as defined in the Assignor Credit Agreement), Bank Agent, for the benefit of itself and Lenders, shall have a first priority lien on Assignor's right, title and interest in and to this Agreement. Notwithstanding that the Bank Agent and the Lenders are third party beneficiaries hereunder, none of the Bank Agent or the Lenders shall have any obligations or liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein. Without limiting the generality of the foregoing, and so long as any obligations of Assignor, if any, owing to the Bank Agent and Lenders under the Assignor Credit Agreement are outstanding, Assignor shall not exercise any right to terminate, or execute and deliver or otherwise provide any waivers, consents or amendments under, this Agreement, without the prior written consent of the Bank Agent, on behalf of itself and the Lenders.



VIII. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when: (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (iii) three (3) days following mailing by certified or registered mail, postage prepaid and return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Party):

If to Assignee:

Gregg Stewart  
16 George Hull Hill Rd  
Redding, CT 06896  
Facsimile: (203) 549-0521  
E-mail: gregg.stewart@2ndactlocal.com

If to Assignor:

TMP Directional Marketing, LLC  
275 Madison Ave., Suite 2600  
New York, NY 10016  
Attention: Chief Executive Officer  
Facsimile: (917) 256-8321  
E-mail: Michael.flanagan@tmpdm.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP  
333 S. Hope St.  
Los Angeles, CA 90071  
Attention: Tana M. Ryan  
Facsimile: (213) 680-8500  
E-mail: tana.ryan@kirkland.com

