

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
edo Interactive, Inc.		01/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Augeo CLO, Inc.		
Street Address:	2561 West Territorial Road		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3825655	EDO	
Registration Number:	4043006	MYPREWARDS	
Registration Number:	3925262	PREWARDS	
Registration Number:	3493667	PREWARDS	
Registration Number:	3921034	SHOP.SWIPE.SAVE.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mengel@winthrop.com		
Correspondent Name:	Winthrop & Weinstine		
Address Line 1:	225 South Sixth Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	9248.49		
NAME OF SUBMITTER:	Martha J. Engel		
SIGNATURE:	/Martha J. Engel/		
DATE SIGNED:	01/13/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of January 1, 2017, and is by and between edo Interactive, Inc., a Delaware corporation ("Assignor"), and Augeo CLO, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties".

RECITALS

- A. The Parties and Augeo Affinity Marketing, Inc. have entered into that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), which provides for, among other things, Assignor to convey, transfer, assign, deliver and contribute to Assignee any and all of its rights, title, and interests in and to all of the Trademarks (as that term is defined in the Purchase Agreement).
- B. The execution and delivery of this Assignment is a condition of the closing of the transactions contemplated in the Purchase Agreement.

NOW, THEREFORE, in consideration of the above promises and the mutual covenants contained in the Purchase Agreement and contained herein, the Parties agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, and assigns unto Assignee any and all right, title, and interest in and to all trademarks, common law rights, trademark registrations and applications including, but not limited to, the marks identified in Schedule A attached hereto (the "Marks"), including all rights of priority, together with any and all goodwill of the business symbolized by such Marks, the right to apply to register any of the foregoing, and all rights to causes of action and remedies relating thereto including, without limitation, the right to sue for past, present or future infringement. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in and to the Marks. Assignor represents and warrants that it has full power to enter into and perform this assignment, that it has not granted any person or entity any interest in the Marks.
- 2. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date first above written.

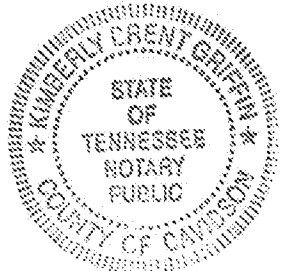
ASSIGNOR:

EDO INTERACTIVE, INC.

By: Edward Braswell
Name: Edward Braswell
Its: Chief Executive Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 30th day of December, 2017, before me appeared Edward Braswell to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed with authority to do so.

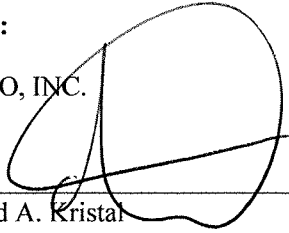


Kimberly Drent Griffin
Notary Public



IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date first above written.

ASSIGNEE:

AUGEO CLO, INC.

By: 
Name: David A. Kristal
Its: Chief Executive Officer

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>
EDO	3,825,655
MYPREWARDS	4,043,006
PREWARDS	3,925,262
PREWARDS	3,493,667
SHOP. SWIPE. SAVE.	3,921,034
	N/A
	N/A
EDO INTERACTIVE	N/A