

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414055

<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>
ADLUCENT, LLC		10/21/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADVANTAGE SALES & MARKETING LLC		
<b>Street Address:</b>	18100 VON KARMAN		
<b>Internal Address:</b>	SUITE 1000		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3193089	ADLUCENT	
<b>Registration Number:</b>	3852222	ADLUCENT	
<b>Registration Number:</b>	4483340	BETTER EVERY DAY	
<b>Registration Number:</b>	4464154	DEEP SEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6027343906		
<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>	6022625311		
<b>Email:</b>	mbesler@lrrc.com		
<b>Correspondent Name:</b>	JENNIFER A VAN KIRK		
<b>Address Line 1:</b>	201 EAST WASHINGTON ST, STE 1200		
<b>Address Line 2:</b>	LEWIS ROCA ROTHGERBER CHRISTIE		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Van Kirk		
<b>SIGNATURE:</b>	/JENNIFER A. VAN KIRK/		
<b>DATE SIGNED:</b>	01/30/2017		
<b>Total Attachments: 5</b>			

OP \$115.00 3193089

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## TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), dated as of October 21, 2016, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), and Adlucent, LLC, an Texas limited liability company ("Seller"), pursuant to that certain Asset Purchase Agreement, dated October 21, 2016 (the "Purchase Agreement"), by and among Buyer, Seller and the Beneficial Owners that are parties thereto. Seller and Buyer hereby agree as follows:

**1. Definitions.** Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

"Seller Web Sites" means the Web site located at www.adlucnet.com, and all Web sites located at all Domain Names together with all urls owned and/or controlled by Seller and listed on Schedule A.

"Seller Web Site Content" means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure. Seller Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any code used to create any element of the Seller Web Site Content.

"Social Media Sites" means the social media pages and accounts listed on Schedule A, inclusive of all Seller Web Site Content located at such pages and through such accounts.

**2. Trademark Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trademarks together with any and all goodwill associated with the Trademarks.

**3. Trade Name Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trade Names together with any and all goodwill associated with the Trade Names.

**4. Domain Name Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the registrations of the Domain Names together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

**5. Registrar Procedures.** Seller will take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within ten (10) Business Days of the Closing, Seller will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Seller will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer's reasonable request.

**6. Seller Web Site Content and Social Media Sites Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of their right, title and interest in and to any Seller Web Site Content and the Social Media Sites, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Seller Web Site Content.

**7. Additional Actions.** At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

**8. Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**9. Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names, Social Media Sites and the Seller Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., .tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Seller nor any party claiming through Seller shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Seller forever waives any such defense.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**BUYER:**

Advantage Sales & Marketing LLC

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

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

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

**SELLER:**

Adlucent, LLC

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**BUYER:**

Advantage Sales & Marketing LLC

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

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

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

**SELLER:**

Adlucent, LLC

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

Name: Michael Griffin

Its: Chief Executive Officer

## Schedule A

### List of Trademarks, Trade Names, Domain Names, and Social Media Sites

#### Trademarks:

Trademark	Type of Mark	Serial No.	Registration No.	Registration Date
ADLUCENT	Service Mark	78813650	3193089	01/02/2007
ADLUCENT	Service Mark	77771880	3852222	09/28/2010
BETTER EVERY DAY	Service Mark	85611723	4483340	02/18/2014
DEEP SEARCH	Service Mark	77577247	4464154	01/07/2014

Any and all common law rights in:

“Customer Spectrum”

“Never Stop Imagining”

“I Shop in My Underwear”

“I Shop in My Cubicle”

#### Trade Names:

Any and all common law rights in: Adlucent

#### Domain Names:

adlucent.com  
adlucent.co.uk  
adlucite.com  
adlucites.com  
adlucent.net  
adlucent.org

#### Social Media Sites:

<https://www.facebook.com/adlucent/>

<https://www.instagram.com/adlucent/>

<https://twitter.com/adlucent>

<https://www.linkedin.com/company/adlucent>