

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900396301		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exclusive Connections, LLC		02/08/2017	Limited Liability Company
RECEIVING PARTY DATA			
Name:	EC Loyalty Corporation		
Street Address:	50 W Douglas St. Suite 701		
City:	Freeport		
State/Country:	ILLINOIS		
Postal Code:	61032		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4616048	PROMO MARKETPLACE	
Registration Number:	4070922	EXCLUSIVE CONNECTION\$	
Registration Number:	4104400	EXCLUSIVE CONNECTION\$	
Registration Number:	4069881	LOYALTY ACCELERATOR PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8665044864		
<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>			
Phone:	8159850080		
Email:	jHUDSON@ecloyalty.com		
Correspondent Name:	Jamie Hudson		
Address Line 1:	50 W Douglas St., Suite 701		
Address Line 4:	Freeport, ILLINOIS 61032		
NAME OF SUBMITTER:	Mary Hudson		
SIGNATURE:	/Mary Hudson/		
DATE SIGNED:	03/01/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") is made and entered into as of February 8, 2017 (the "*Effective Date*"), by and between Exclusive Connections, LLC, an Illinois limited liability company ("*Assignor*"), and EC Loyalty Corporation, a Texas corporation ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to those certain trademarks, service marks and the United States trademark registrations and applications set forth on *Annex A* hereto (the "*Trademarks*"), together with the goodwill of the business associated with the Trademarks, which Assignor desires to assign to Assignee; and

WHEREAS, Assignee desires to obtain all of the rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks.

NOW, THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. With effect as of the Effective Date, Assignor hereby assigns, grants, transfers, conveys, sets over and relinquishes exclusively to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, together with (i) the goodwill of the business associated with the Trademarks and the trademark registrations and applications therefor, (ii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, payments for past or future infringements and misappropriations of the Trademarks and all claims for damages by reason of past infringement and misappropriations of the Trademarks, and (iii) all rights to sue for and collect past, present and future infringements or misappropriations of the Trademarks, all for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks. Without limiting the generality of the foregoing, Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States of America, any official of any countries foreign to the United States of America whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

2. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance

with the laws of the State of Texas without regard to the principles of conflicts of laws thereunder.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Trademark Assignment as of the Effective Date.

EXCLUSIVE CONNECTIONS, LLC

By: Mary Hudson
Name: Mary Hudson
Title: Manager

EC LOYALTY CORPORATION

By: JH
Name: James Hudson
Title: President

Annex A

Schedule of Trademarks

U.S. Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
EXCLUSIVE CONNECTIONS	Registered	77555725	08/26/2008	4070922	12/13/2011
	Registered	85244518	02/17/2011	4104400	02/28/2012
	Registered	85244707	02/17/2011	4069881	12/13/2011
	Registered	86017906	07/23/2013	4616048	10/07/2014