

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425644

<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>
Scout Marketing, Inc.		04/19/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saturn Acquisition LLC		
<b>Also Known As:</b>			
<b>Street Address:</b>	3391 Peachtree Road NW, Suite 105		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<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>	4643406	SCOUT	
<b>Serial Number:</b>	86251879	SCOUT BE BRAVE	
<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>Email:</b>	kdevine@hwglaw.com		
<b>Correspondent Name:</b>	Kristine Laudadio Devine		
<b>Address Line 1:</b>	1919 M Street NW, Eighth Floor		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Kristine Laudadio Devine		
<b>SIGNATURE:</b>	/kld/		
<b>DATE SIGNED:</b>	05/01/2017		
<b>Total Attachments: 4</b>			
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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (the “Agreement”), effective as of April 19, 2017 (the “Effective Date”), is by and between Scout Marketing, Inc., a Georgia corporation (“Seller”), and Saturn Acquisition LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of the Effective Date (the “Purchase Agreement”), pursuant to which, among other things, Seller agrees to assign all of its rights, title and interests in the Purchased Assets (as defined in the Purchase Agreement), and Buyer agrees to assume and pay, perform and discharge when due all of the Assumed Liabilities (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Sale and Assignment. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller’s right, title and interest in the Purchased Assets, and Buyer hereby accepts such assignment, all subject to the terms, conditions and limitations as set forth in the Purchase Agreement.
3. Assumption. Buyer hereby agrees to observe, pay, perform and discharge, as and when due, all of the obligations of Seller under the Assumed Liabilities. The Assumed Liabilities do not include, and Buyer shall have no obligation with respect to, any of the Retained Liabilities.
4. Representations and Warranties. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by such execution and acceptance of this Agreement.
5. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
6. Further Assurances. Seller and Buyer hereby agree to execute and deliver to the other such further instruments of transfer, assignment, delegation and assumption, and take such other action as Seller or Buyer may reasonably request, to more effectively transfer to, assign to, and vest in Buyer each item of the Purchase Assets, and to evidence Buyer’s assumption of the Assumed Liabilities.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SCOUT MARKETING, INC.

By:   
Name: Jennifer Brekke  
Title: Chief Executive Officer and  
President

SATURN ACQUISITION LLC

By: The Stagwell Group LLC, its Manager

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

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SCOUT MARKETING, INC.

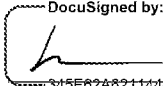
By: \_\_\_\_\_

Name:

Title:

SATURN ACQUISITION LLC

By: The Stagwell Group LLC, its Manager

DocuSigned by:  
By:  \_\_\_\_\_

Name: Mark J. Penn

Title: Manager

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]