

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMART RESOURCES, INC.		09/18/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BG FINANCE AND ACCOUNTING, INC.		
Street Address:	5850 Granite Parkway		
Internal Address:	Suite 730		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3951257	ACCOUNTABLE SEARCH	
Registration Number:	2583592	SMART RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	214 855 82		
<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:	214 855 8355		
Email:	chandler.stephens@nortonrosefulbright.com, martin.rosenfeld@nortonrosefulbright.com, nyipdocket@nortonrosefulbright.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	Norton Rose Fulbright US LLP		
Address Line 2:	2200 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201-7932		
NAME OF SUBMITTER:	Chandler Stephens		
SIGNATURE:	/Chandler Stephens/		
DATE SIGNED:	09/18/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of September 18, 2017, is made by SMART RESOURCES, INC. ("**Seller**"), an Illinois corporation, in favor of BG FINANCE AND ACCOUNTING, INC. ("**Buyer**"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and between Buyer, Seller, Accountable Search, LLC, and solely for the purposes set forth therein, Timothy J. Flood and Margaret Laundry Francis, dated as of September 18, 2017 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the US Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"):
 - (a) the trademarks as shown on Schedule 1 (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks;
 - (b) the trademark registrations and trademark applications for the Trademarks and all issuances, extensions, and renewals thereof;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by common law, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment 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 Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

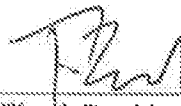
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SMART RESOURCES, INC.

By: 
Timothy Flood, President

Address for Notices:

33 N. LaSalle Street, Suite 950
Chicago, IL 60602

AGREED TO AND ACCEPTED:

BG FINANCE AND ACCOUNTING,
INC.

By: _____
L. Allen Baker, Jr., President & CEO

Address for Notices:

5850 Granite Parkway, Suite 730
Plano, Texas 75024

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006153 FRAME: 0968

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33 N. LaSalle Street, Suite 950
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AGREED TO AND ACCEPTED:

BG FINANCE AND ACCOUNTING,
INC.

By: L. Allen Baker, Jr.
L. Allen Baker, Jr., President & CEO

Address for Notices:

5850 Granite Parkway, Suite 730
Plano, Texas 75024

[Signature page to Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

<i>Trademark</i>	<i>USPTO Registration No.</i>	<i>Registration Date</i>
ACCOUNTABLE SEARCH	3951257	04/26/2011
SMART RESOURCES	2583592	06/18/2002