TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444992

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRAND CONNECTIONS, LLC		06/22/2017	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	ADVANTAGE SALES & MARKETING LLC
Street Address:	18100 VON KARMAN AVENUE
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85267245	BRAND CONNECTIONS
Registration Number:	4863090	BEAUTIFULU

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6022625311
Email: MBESLER@LRRC.COM
Correspondent Name: JENNIFER A. VAN KIRK
Address Line 1: 201 EAST WASHINGTON STREET
Address Line 4: PHOENIX, ARIZONA 85004

NAME OF SUBMITTER:	JENNIFER A. VAN KIRK
SIGNATURE:	/JENNIFER A. VAN KIRK/
DATE SIGNED:	09/28/2017

Total Attachments: 9
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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 August 1, 2017, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), and Brand Connections, LLC, a New Jersey limited liability company ("Parent"), Bottle Rocket Marketing Group, LLC, a New York limited liability company and wholly-owned subsidiary of Parent ("Bottlerocket"), PIE BC, LLC, a New York limited liability company and wholly-owned subsidiary of Parent ("PIE"), Lifestyle Sampling & Fulfillment, LLC, a New York limited liability company and wholly-owned subsidiary of Parent ("Lifestyle"), Pinpoint Connections, LLC, a New York limited liability company and wholly-owned subsidiary of Parent ("Pinpoint" and together with Bottlerocket, PIE, Lifestyle and Parent, the "Sellers" and, each individually, a "Seller"), pursuant to that certain Asset Purchase Agreement, dated June 22, 2017 (the "Purchase Agreement"), by and among Buyer, Sellers and the Beneficial Owners that are parties thereto. Sellers 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.brandconnections.com, and all Web sites located at all Domain Names together with all urls owned and/or controlled by Sellers 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, Sellers hereby irrevocably assign, transfer and contribute to Buyer, all of Sellers' right, title and interest in and to the Trademarks together with any and all goodwill associated with the Trademarks.

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3. Trade Name Assignment. Effective at the Closing, Sellers hereby irrevocably assign, transfer and contribute to Buyer, all of Sellers' 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, Sellers hereby irrevocably assign, transfer and contribute to Buyer, all of Sellers' 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. Sellers 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 three (3) Business Days of the Closing, Sellers will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Sellers 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, Sellers hereby irrevocably assign, transfer and contribute 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, Sellers 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. No Seller nor any party claiming through any Seller shall raise the use of a facsimile machine

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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 Sellers forever waive any such defense.

[Signature pages follow.]

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

SELLERS:

Brand Connections, LLC

By: _____

Name: C Russell

Its: _____

Bottle Rocket Marketing Group, LLC

By: _____

Name: C Russell

Its: _____

PIE BC, LLC

By: _____

Name: C Russell

Its: _____

Lifestyle Sampling & Fulfillment, LLC

By: _____

Name: C Russell

Its: _____

Pinpoint Connections, LLC

By: _____

Name: C Russell

Its: _____

[Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement]

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

BUYER:

Advantage Sales & Marketing LLC

By: _____

Name: Brian Stevens

Its: Chief Financial Officer and Chief Operating Officer

[Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement]

Schedule A

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

Trademarks:
Any and all common law rights in:

Name	Registration Date	Registration Number	Serial Number
SampleConnect	1/14/2016	4998308	86875108
eShopper Connect	12/27/2016	5107783	86817810
Lifestyle Sampling & Fulfillment	5/26/2015	4880645	86641029
beautifulU	4/27/2015	4863090	86610679
Beauty Connections	2/10/2015	4684590	86320514
Beauty Connect	2/10/2015	4684591	86320549
Brand Fast-Trackers	12/3/2013	4443149	85898891
Race to Retail	12/3/2013	4443958	85974138
Brand Connections	7/10/2012	4170104	85267245
Branded Consumer Experiences	5/1/2012	4137238	85467816
BCX Experiential Marketing Powered by Technology	10/25/2011	4044588	85267269
Pinpoint Golf Advertising	10/13/1999	2471077	75822656

Trade Names:
Any and all common law rights in:

- Brand Connections, LLC
- Bottlerocket Marketing Group, LLC
- Pie Advertising, LLC
- Pie BC, LLC
- Pinpoint Connection, LLC
- Keeplan Winter Sports, LLC
- The Path, LLC (f/k/a Keeplan Winter Sports, LLC)
- SkyMedia International, LLC
- SkyMedia Europe, LLC

Domain Names:

BRANDSAMPLING.COM
BRANDSAMPLING.NET
EVENTSAMPLING.COM
EVENTSAMPLING.NET
PRODUCTSAMPLING.NET
BRANDSONVACATION.COM
BRANDSONVACATION.NET
BRANDCONNECTIONSGLOBAL.COM
BRANDCONNECTIONSGLOBAL.NET
BRANDCAUSES.COM
BRANDCAUSES.NET
BRANDCAUSES.ORG
VACATIONCONNECTIONS.NET
ADVERTRYING.BIZ
ADVERTRYING.COM
ADVERTRYING.INFO
ADVERTRYING.NET
BRANDCONNECTIONS.COM
SKYMEDIABIZ.COM
BCXAGENCY.COM
BCXAGENCY.NET
BCXAGENCY.ORG
BRANDCONNECTIONS.BIZ
BRANDCONNECTIONS.INFO
BRANDCONNECTIONS.ORG
LIVEMEDIASOURCE.BIZ
LIVEMEDIASOURCE.COM
LIVEMEDIASOURCE.INFO
LIVEMEDIASOURCE.NET
SNOWSPORTSOUTDOOR.BIZ
SNOWSPORTSOUTDOOR.COM
SNOWSPORTSOUTDOOR.INFO
SNOWSPORTSOUTDOOR.NET
PINPOINTCONNECTIONS.COM
BRANDCONNECTIONSGLOBAL.US
BRANDCONNECTIONSGLOBAL.CO.UK
BRANDCONNECTIONSGLOBAL.INFO
BRANDCONNECTIONSGLOBAL.ORG
KIDSONVACATION.COM
BRANDCONNECTIONSSKYMEDIA.BIZ
BRANDCONNECTIONSSKYMEDIA.COM
BRANDCONNECTIONSSKYMEDIA.INFO
BRANDCONNECTIONSSKYMEDIA.NET
BRANDCONNECTIONSSKYMEDIA.ORG
VACATIONCONNECTIONS.BIZ
VACATIONCONNECTIONS.US
VACATIONCONNECTIONS.INFO
VACATIONCONNECTIONS.NAME
VACATIONCONNECTIONS.ORG
VACATIONCONNECTIONS.WS
skymediamarketing.com
BRANDCONNECTIONSX.COM
BRANDCONNECTIONSX.NET
BRANDCONNECTIONS.US
BRANDCONNECTIONS.MOBI
BRANDCONNECTIONS.NET
BRANDCONNECTIONS.WS
BRANDCONNECTIONSACTIVEOUTDOOR.BIZ
BRANDCONNECTIONSACTIVEOUTDOOR.COM
BRANDCONNECTIONSACTIVEOUTDOOR.INFO
BRANDCONNECTIONSACTIVEOUTDOOR.NET
BRANDCONNECTIONS-SKYMEDIA.BIZ
BRANDCONNECTIONS-SKYMEDIA.COM
BRANDCONNECTIONS-SKYMEDIA.NET
BRANDCONNECTIONS-SKYMEDIA.ORG
shopperintegration.com
brandconnectionsclients.com
beautyconciergeservice.us
beautyconsultants.us
beautyconnect.us
beautyconciergeonline.us
beautyconcierges.us
beautyconciergeonline.com
beautyconciergeservice.com
beautyconnect.org
beautyconciergesource.com
beautyconnections.net
beautyconcierges.com
virtualbeautyconcierge.com
pieadvertising.com
bottlerocketmarketing.com
theconinsider.com
targetbeautyterms.com
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ddknicks.com
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ddmainetwittersweeps.com
ddnewyork.com
ddnewyorkwins.com
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ddnytwittersweeps.com
ddnywins.com
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ddperkssweeps.com
ddperkssweepstakes.com
ddpittsburghsweeps.com
ddplayoffsweeps.com
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ddtwittersweeps.com
dduconnwins.com
ddyardgoats.com
devourcontest.com
devourrules.com
devoursweeps.com
DONDIEGO.XXX
dovemenhair.com
dramaminesweepssurvey.com
dramaminesweepstakesrules.com
drtealssweepstakes.com
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dunkinbalttwittersweeps.com
dunkincoloradosweeps.com
dunkinct.com
dunkindctwittersweeps.com
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dunkinheroes.com
dunkinlfcsweeps.com
dunkinpromotions.com
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gametipoff.com
greataxehair.com
happilyeverddsofla.com
hiddenvalleysurveysweeps.com
HUPMANN.XXX
iramgoldstein.com
iramgoldstein.org
jameskliu.com
jameskliu.org
juicyjuicegame.com
masoniterewards.com
miraclesformunchkins.com
MONTECRISTO.XXX
narration.agency
nationaltwittersweeps.com
neurologicalinstitutenj.com
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newjerseyneurosurgeons.org
niveamensweeps.com
njneurosurgeon.org
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njneurosurgery.org
njneurosurgeryonline.com
njneurosurgeryonline.org
njpituitarysurgery.com
njpituitarysurgery.org
njskullbaseneurosurgery.com
njskullbaseneurosurgery.org
nycaptwittersweeps.com
ogxgovernorsballsweeps.com
ogxhairtruthssweeps.com
patriotswinyouwin.com
patswinyouwin.com
penguinswinyouwin.com
petercarmel.org
pirateswinyouwin.com
planetfitnesssweepstakes.com
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skinnycowrules.com
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southfloridatwittersweeps.com
spreaddthecheer.com
stori.agency
streamsweeps.com
summerofperks.com
summersevesorority.com
sunnyd-brandconnections.com
thankstoyoutn.com
thebrainandspinecenter.org
topneurodrs.com
topneurosurgeons.org
VEGAFINA.XXX
whodeywinday.com

Social Media Sites:

Parent

- https://www.facebook.com/brandconnections?sid=0.9445106782950461
- https://twitter.com/BrandConnection
- https://plus.google.com/109763388870274379385
- http://www.linkedin.com/company/57921?trk=tyah
- https://www.instagram.com/brandconnections/

Bottlerocket

- https://www.facebook.com/BottlerocketMarketing/
- https://www.linkedin.com/company-beta/1030109/

PIE

- https://www.linkedin.com/company-beta/971822/

Pinpoint

- https://www.linkedin.com/company-beta/15411356/

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