

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engaged Technologies, LLC		02/28/2018	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Engaged Holdings LLC		
Street Address:	10812 NW Highway 45		
City:	Parkville		
State/Country:	MISSOURI		
Postal Code:	64152		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4394144	ESHIPMANAGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Matthew G. Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	Saint Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0554414		
NAME OF SUBMITTER:	Nicole L. Grembocki		
SIGNATURE:	/Nicole L. Grembocki/		
DATE SIGNED:	03/02/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Engaged Technologies LLC, a limited liability company of Iowa ("Assignor"), and Engaged Holdings LLC, a limited liability company of Iowa, ("Assignee"), effective as of the last date written below ("Effective Date").

RECITALS

WHEREAS, Assignor owns certain trademarks and service marks used in connection with its ongoing operations, including without limitation, ESHIPMANAGER and related marks, (the "Marks"), and owns other transferable rights associated with its operations including without limitation, the goodwill of the business associated with said Marks and all common law rights therein, and is the owner of all right, title and interest in and to the registrations and/or applications for registration of the Marks (collectively the "Trademark Assets");

WHEREAS, Assignor and Assignee are affiliated entities under common control, each being a member of the "Engaged Companies" family;

WHEREAS, pursuant to certain asset holding restructuring arrangements, Assignee is desirous of acquiring and Assignor is desirous of transferring the Trademark Assets, including the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for current and past infringements thereof;

WHEREAS, Assignor and Assignee are executing that certain Trademark License Agreement contemporaneously herewith;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

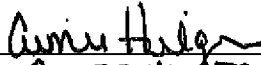
1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of its right, title, and interest in, to and under the Trademark Assets, including any and all goodwill of the business symbolized by and associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, other rights associated with the ongoing and existing business to which the Trademark Assets pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark Assets.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that as of the Effective Date, Assignee owns all right, title and interest in and to the Trademark Assets, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

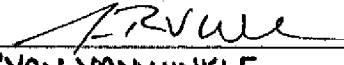
Assignor:

ENGAGED TECHNOLOGIES LLC

By: 
Name: AIMEE HILGER
Title: VP COMM & MKTG
Date: 2/23/18

Assignee:

ENGAGED HOLDINGS LLC

By: 
Name: RYAN VANWINKLE
Title: CEO
Date: 2/28/18