

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAR North America, Inc.		05/08/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	List Partners, LLC		
Street Address:	3098 Piedmont Road, Suite 2000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3273663	ACCESS CONFIDENTIAL	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-757-6001		
Email:	sbro@mwe.com, cvicino@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	4 Park Plaza, Suite 1700		
Address Line 4:	Irvine, CALIFORNIA 92614-2559		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/Sarah E. Bro/		
DATE SIGNED:	05/18/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of May 8, 2018.

WHEREAS, AAR North America, Inc., a New York corporation (the "Assignor"), located at 155 East 55th Street, New York, New York 10022, is the owner of the trademark set forth on Schedule A hereto, together with the goodwill associated therewith (the "Trademark");

WHEREAS, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademark to List Partners, LLC, a Georgia limited liability company (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof by and among the Assignor, the Assignee and the other parties thereto;

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Trademark to the Assignee.

NOW, THEREFORE, in consideration of the above recitals and the promises set forth below and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor and the Assignee have entered into this Trademark Assignment as follows:

1. The Assignor hereby conveys, assigns, sells and transfers to the Assignee, its successors and assigns, the Assignor's entire rights, title and interests in and to the Trademark, and all of the goodwill associated with the Trademark, together with that portion of the business to which the Trademark pertain, and all registrations and pending applications for the Trademark, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademark, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Trademark Assignment not been made, together with all causes of action for any and all past, present and future infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, exhibits, specimens, assignments, powers of attorney, or other documentation) reasonably requested by the Assignee or its successor or assign, and to do such other acts as may be reasonably necessary or requested by the Assignee, to vest full title in and to the Trademark in the Assignee or that may otherwise be necessary to obtain, renew, issue or enforce the Trademark. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

3. Each party hereto hereby represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Trademark Assignment and that neither the execution nor delivery of this Trademark Assignment nor the performance of its

obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

AAR North America, Inc.,

By: 

Name: LISA A. COLANTONI

Title: CO. PRESIDENT

ASSIGNEE:

List Partners, LLC

By: 

Name: Ryan Sacco

Title: Vice President

SCHEDULE A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Country
ACCESS CONFIDENTIAL	77/018,140 (October 10, 2006)	3,273,663 (August 7, 2007)	United States

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