

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RSVP Development Corp.		11/30/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allegra Holdings LLC		
<b>Street Address:</b>	47585 Galleon Drive		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48170		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2472691	RSVP	
<b>Registration Number:</b>	2515257	RSVP ELITE	
<b>Registration Number:</b>	2528722	DIRECT MAIL TO THE UPSCALE	
<b>Registration Number:</b>	4439616	RSVP HOME & LIVING	
<b>Registration Number:</b>	5293840	R	
<b>Registration Number:</b>	5293839	R	
<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>	vincent.frantz@chengcohen.com		
<b>Correspondent Name:</b>	Vincent Frantz		
<b>Address Line 1:</b>	311 N. Aberdeen Street		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60607		
<b>NAME OF SUBMITTER:</b>	Vincent Frantz		
<b>SIGNATURE:</b>	/Vincent Frantz/		
<b>DATE SIGNED:</b>	12/04/2018		
<b>Total Attachments: 6</b>			

OP \$165.00 2472691

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of November 30, 2018 (the “**Effective Date**”), by and between **RSVP DEVELOPMENT CORP.**, a Florida corporation (“**Assignor**”), and **ALLEGRA HOLDINGS LLC**, a Michigan limited liability company (“**Assignee**”).

### RECITALS

WHEREAS, Assignee, Assignor and certain other sellers of the RSVP<sup>®</sup>, Direct Mail To The Upscale<sup>®</sup>, RSVP Elite<sup>®</sup> and other similar branded businesses (together with Assignor, the “**Sellers**”), are parties to that certain Asset Purchase Agreement dated November 21, 2018 (the “**Purchase Agreement**”), pursuant to which, subject to the terms and conditions set forth therein, the Sellers have agreed to assign to Assignee all of each Seller’s right, title and interest in and to the Purchased Assets and Assumed Liabilities. Capitalized terms which are used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to (i) the trademark registrations and applications listed on Schedule 1, attached hereto, and all issuances, extensions and renewals thereof (the “**Trademarks**”), and (ii) the copyright registrations and applications listed on Schedule 2, attached hereto, and all issuances, extensions and renewals thereof (the “**Copyrights**”); and, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee or Assignee’s designee, among other assets, the Trademarks and Copyrights, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

### RECITALS

NOW, THEREFORE, in consideration of the mutual covenants, the 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. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, grants, conveys and transfers to Assignee or Assignee’s designee, and Assignee or Assignee’s designee accepts, all of Assignor’s right, title and interest in and to the following (the “**Intellectual Property Assets**”):

- (a) the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) the Copyrights;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, 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.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee or Assignee's designee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee or Assignee's designee and each of their respective 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or Assignee's designee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and on each party's respective successors and assigns.

6. **Amendments.** This Agreement may be amended only by a written agreement signed by both parties.

7. **Severability.** The parties agree that the terms of this Agreement shall be severable and the unenforceability of any part of a provision shall not affect the enforceability of the remainder.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

ASSIGNOR:

RSVP DEVELOPMENT CORP.

By: 

Name: P. David Tropic

Title: President

ASSIGNEE:

ALLEGRA HOLDINGS LLC

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

Name:

Title:

*(Signature Page to Intellectual Property Assignment Agreement)*

**IN WITNESS WHEREOF**, this Agreement has been duly executed as of the Effective Date.

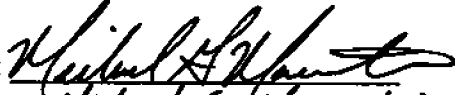
**ASSIGNOR:**

**RSVP DEVELOPMENT CORP.**

By: \_\_\_\_\_  
Name: P. David Tropf  
Title:

**ASSIGNEE:**

**ALLEGRA HOLDINGS LLC**

By:   
Name: Michael G. Marcantonio  
Title: CEO/Manager

## SCHEDULE 1

### Trademarks

Trademark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.
RSVP	USA	Registered	10/23/98	75575817	7/31/01	2472691
RSVP ELITE	USA	Registered	4/6/01	76236330	12/4/01	2515257
DIRECT MAIL TO THE UPSCALE	USA	Registered	6/13/00	76068639	1/8/02	2528722
RSVP HOME AND LIVING	USA	Registered	4/5/13	85896428	11/26/13	4439616
R (Bow Design)	USA	Registered	2/18/16	86912095	9/26/17	5293840
R (Wax Seal Design)	USA	Registered	2/18/16	86912035	9/26/17	5293839
THE POSTCARD PEOPLE	USA	Cancelled	4/3/01	76234659	8/5/03	2745916
HomeowneR	USA	Cancelled	6/13/00	76068637	3/15/05	2932182
MEDIA THAT REALLY WORKS!	USA	Abandoned	10/30/06	77032174	N/A	N/A
ELITE	USA	Cancelled	8/6/07	77247694	8/26/08	3491485
SELL TO THE AFFLUENT	USA	Cancelled	5/13/09	77735623	9/7/10	3846134
MAIL TO THE AFFLUENT	USA	Cancelled	5/13/09	77735645	9/7/10	3846135
REACHING THE AFFLUENT, AT HOME!	USA	Cancelled	10/20/05	78736978	9/12/06	3142135
TALKING CARDS	USA	Abandoned	11/16/10	85177466	N/A	N/A
TALKING POSTCARDS	USA	Cancelled	11/16/10	85177462	6/28/11	3985355
RSVP	Canada	Registered	4/27/01	1101598	9/16/03	TMA589940
HomeowneR	Canada	Registered	4/4/01	1098489	5/17/06	TMA664471

(Schedule 1 to Intellectual Property Assignment Agreement)

**TRADEMARK**  
**REEL: 006541 FRAME: 0321**

RSVP ELITE	Canada	Registered	4/27/01	1101597	7/14/03	TMA585164
DIRECT MAIL TO THE UPSCALE	Canada	Registered	4/4/01	1098488	9/3/03	TMA588672
THE POSTCARD PEOPLE	Canada	Abandoned	4/24/01	1100672	N/A	N/A

(Schedule 1 to Intellectual Property Assignment Agreement)