

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MenuVantage, LLC		01/27/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Open Dealer Exchange, LLC		
Street Address:	16901 Michigan Avenue		
City:	Dearborn		
State/Country:	MICHIGAN		
Postal Code:	48126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3548499	PROVIDER EXCHANGE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128767977		
Email:	ptheismann@sonnenschein.com		
Correspondent Name:	Paula M. Theismann – Sonnenschein Nath		
Address Line 1:	P.O. Box 061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09112208-0013		
NAME OF SUBMITTER:	Paula Theismann		
Signature:	/Paula Theismann/		

OP \$40.00 3548499

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**TRADEMARK
 REEL: 004141 FRAME: 0895**

Date:

02/02/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), effective as of December 31, 2009, is being made by MenuVantage, LLC, a Florida limited liability company ("**Assignor**"), in favor of Open Dealer Exchange, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark and the trademark registration (with the U.S. Patent and Trademark Office) listed on Exhibit A (the "**Mark**"); and

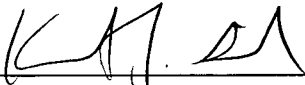
WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated December 31, 2009, by and among Assignor, Assignee and the parent company of Assignor, Assignee desires to acquire and Assignor desires to assign and transfer to Assignee the Mark and the goodwill of the business symbolized by the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Mark, including without limitation all applications and registrations therefor, and any other rights Assignor may have in the Mark, together with all common law rights and goodwill of the business connected with the use of and symbolized by the Mark, and the rights to sue for, and recover for, any past, present or future infringement of the Mark and the right to collect damages therefor and all income, royalties or payments with respect to the Mark that are hereafter due. Upon Assignee's request, Assignor agrees that it will, without demanding further consideration therefor and at Assignee's cost, perform all reasonable, lawful, and just acts that may be necessary for carrying out this Assignment in full. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

[Signature page immediately follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the 27th day of January, 2010.

MENUVANTAGE, LLC

Signature: 
Printed Name: Kenneth J. Gladish
Title: President

STATE OF ILLINOIS)

) SS.:

COUNTY OF COOK)

On this 27th day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Kenneth J. Gladish who is known by me to be the President of the Assignor above named, and acknowledged that he/she executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

Kathleen M. Kelly
Notary Public
My commission expires 04/10/2013



Exhibit A

<u>Mark</u>	<u>Registration Number</u>
Provider Exchange Network	3,548,499