

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
Bloomfire, LLC		11/23/2011	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SalesSquared, Inc.		
<b>Street Address:</b>	2706 Greenlee Drive		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78703		
<b>Entity Type:</b>	INC. ASSOCIATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77931406	BLOOMFIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5216		
<b>Email:</b>	lpeschel@velaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Leisa T. Peschel		
<b>Address Line 1:</b>	1001 Fannin		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	SAL526/10000		
<b>NAME OF SUBMITTER:</b>	Leisa T. Peschel		
<b>Signature:</b>	/ltp/		

CH \$40.00 77931406

**900207850**

**TRADEMARK  
 REEL: 004665 FRAME: 0981**

Date:

11/23/2011

**Total Attachments: 5**

source=EXECUTED - Intellectual Property Assignment Agreement#page1.tif

source=EXECUTED - Intellectual Property Assignment Agreement#page2.tif

source=EXECUTED - Intellectual Property Assignment Agreement#page3.tif

source=EXECUTED - Intellectual Property Assignment Agreement#page4.tif

source=EXECUTED - Intellectual Property Assignment Agreement#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is dated as of November 23, 2011, and is made by Bloomfire, LLC, a Michigan limited liability company ("Seller"), in favor of SalesSquared, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated and entered into as of the date hereof by and between Buyer and Seller (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

The parties hereto agree as follows:

**1. Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

**3. Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties

hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Signatures; Counterparts.** This IP Assignment may be executed by facsimile or other electronic signature by any party and such signature will be deemed to be binding for all purposes hereof, without delivery of an original signature being thereafter required. This IP Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

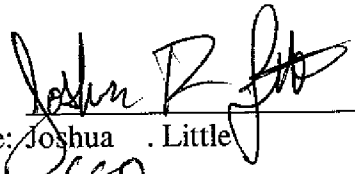
5. **Successors and Assigns.** This IP Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Choice of Law.** This IP Assignment shall be interpreted and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this IP Assignment to the law of another jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BLOOMFIRE, LLC

By:   
Name: Joshua . Little  
Title: CEO

AGREED TO AND ACCEPTED:

SALESSQUARED, INC.

By: \_\_\_\_\_  
Name: Craig B. Malloy  
Title: President and Chief Executive Officer

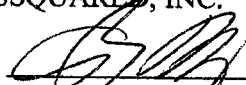
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BLOOMFIRE, LLC

By: \_\_\_\_\_  
Name: Joshua R. Little  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

SALESSQUARED, INC.

By:  \_\_\_\_\_  
Name: Craig B. Malloy  
Title: President and Chief Executive Officer

Signature Page to  
Intellectual Property Assignment Agreement

TRADEMARK  
REEL: 004665 FRAME: 0986

**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

Word Mark: BLOOMFIRE  
Serial Number: 77931406  
Filing Date: February 9, 2010  
Registration Number: 3845107  
Registration Date: September 7, 2010