

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>
Rebecca Finell		04/04/2012	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BKD Acquisition, Inc.		
<b>Street Address:</b>	1111 W. 22nd Street		
<b>Internal Address:</b>	Suite 320		
<b>City:</b>	OakBrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3127694	FROG POD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)298-8097		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4142981000		
<b>Email:</b>	tmadmin@reinhardtllaw.com		
<b>Correspondent Name:</b>	Michele Dietz		
<b>Address Line 1:</b>	1000 North Water Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	12128		
<b>NAME OF SUBMITTER:</b>	Michele Dietz		
<b>Signature:</b>	/MLD/		

CH \$40.00 3127694

Date:

04/10/2012

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 4, 2011 (the "Effective Date") between Ms. Rebecca Finell, an individual residing in Arizona ("Assignor"), and BKD ACQUISITION, INC., a Delaware corporation ("Assignee").

### RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and between Assignor and Assignee and certain other parties, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).

B. Assignor is the owner of the U.S. Trademark Registration FROG POD (Reg. No. 3127694).

C. Assignor desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title and interest in and to the Assigned Trademark to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title, and interest in and to the Assigned Trademark to Assignee.

### AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the U.S. Trademark Registration for FROG POD (Reg. No. 3127694), and: (a) all common law rights therein; (b) all goodwill associated with the mark; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of the Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

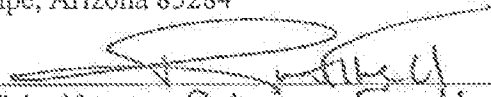
4. Governing Law. This Assignment shall be governed by the laws of the state of Delaware and the federal trademark laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

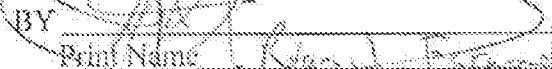
ASSIGNOR:

Ms. Rebecca Finell  
1241 W. Warner Road, Suite 101  
Tempe, Arizona 85284

BY   
Print Name Rebecca Finell  
Title NA  
Date 4/4/12

ASSIGNEE:

BKD ACQUISITION, INC.  
1111 W. 22nd St. Suite 320  
Oak Brook, IL 60123

BY   
Print Name Kevin Frank  
Title VP  
Date 4/4/12