

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
Buyers Edge LLC		10/04/2013	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Buyer's Edge, Inc.		
Street Address:	280 Lincoln Street		
City:	Allston		
State/Country:	MASSACHUSETTS		
Postal Code:	02134		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3323820	BUYERS EDGE	
CORRESPONDENCE DATA			
Fax Number:	2037723907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-772-2600		
Email:	edelvechio@bswlaw.com		
Correspondent Name:	Ellen F. DelVecchio		
Address Line 1:	271 Whitney Avenue		
Address Line 4:	New Haven, CONNECTICUT 06511		
NAME OF SUBMITTER:	Ellen F. DelVecchio		
Signature:	/efd/		
Date:	11/26/2013		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 4, 2013, is made by Buyers Edge LLC ("**Seller**"), a Connecticut limited liability company, in favor of Buyer's Edge, Inc., a Massachusetts corporation and a wholly-owned subsidiary of Consolidated Concepts, Inc., a Massachusetts corporation ("**Buyer**").

WHEREAS, under the terms of that certain Asset Purchase Agreement dated the date hereof by and between Seller and Buyer (the "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 Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency 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 Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(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 Trademark 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 Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. 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. Reference is made to the Purchase Agreement for a complete statement of all representations, warranties and covenants related to the Assigned Trademark. No other representation or covenant is made or intended.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first above written.

BUYERS EDGE LLC

By Steven G. Daren

Name: Steven G. Daren

Title: Manager

Address for Notices:

Buyers Edge LLC
351 North Frontage Road, Suite A210
New London, Connecticut 06320

BUYER'S EDGE, INC.

By _____

Name: John B. Davie

Title: President

Address for Notices:

Buyer's Edge, Inc.
280 Lincoln Street
Allston, Massachusetts 02134

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first above written.

BUYERS EDGE LLC

By _____

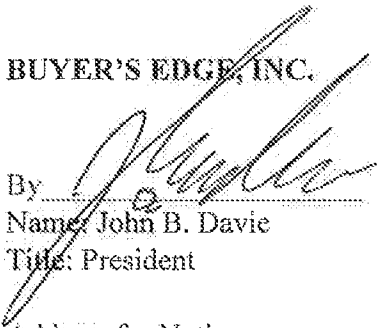
Name: Steven G. Daren

Title: Manager

Address for Notices:

Buyers Edge LLC
351 North Frontage Road, Suite A210
New London, Connecticut 06320

BUYER'S EDGE, INC.

By  _____

Name: John B. Davie

Title: President

Address for Notices:

Buyer's Edge, Inc.
280 Lincoln Street
Allston, Massachusetts 02134

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Trademark</u>
3323820	US	Oct. 30, 2007	Buyers Edge