

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unigo, LLC		04/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EDPlus Holdings, LLC		
Street Address:	5300 Meadows Road, Suite 400		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3548040	UNIGO	
Registration Number:	3628568	UNIGO	
Registration Number:	4367336	ABSOLUTE ADMIT	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(503) 221-1440		
Email:	lisa.gabel@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Avenue		
Address Line 2:	1600 Pioneer Tower		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	EDPLUS LLC MARKS		
NAME OF SUBMITTER:	Christopher D. Erickson		
SIGNATURE:	/Christopher D. Erickson/		
DATE SIGNED:	05/16/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of April 21, 2014 (the "Effective Date"), is between Unigo, LLC, a Delaware limited liability company ("Assignor") and EDPlus Holdings, LLC, an Oregon limited liability company ("Assignee"). This Assignment is executed and delivered pursuant to that certain Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement") by and among Assignee, Assignor.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks used in Assignor's business, including without limitation those trademark registrations listed on Exhibit A hereto (the "Trademarks"), and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's respective right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Assignee desires to acquire all right, title and interest Assignor may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and all other applicable intellectual property offices as may be necessary to effectuate the assignment and transfer of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

- 1. Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks and the registrations for the Trademarks.
- 2. Further Actions.** At Assignee's reasonable request, Assignor will take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated by this Assignment and to perfect Assignee's title in and to the Trademarks.
- 3. Subject to the Purchase Agreement.** This Assignment is executed to implement, and not to supersede, amend, or modify, the Purchase Agreement. In the event of a conflict with or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern.

[Signature Page Follows]

ASSIGNOR:

Unigo, LLC
21 West 46th St.
New York, NY 10036

By: _____

Jordan Goldman, President

ASSIGNEE:

EDPlus Holdings, LLC
5300 Meadows Road, Suite 400
Lake Oswego, OR 97035

**By: Aequitas Capital Management, Inc., its
Manager**

By: _____

Craig J. Froude
Executive Vice President

TRADEMARK ASSIGNMENT
SIGNATURE PAGE

ASSIGNOR:

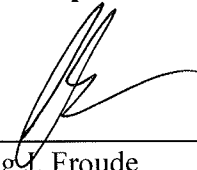
Unigo, LLC
21 West 46th St.
New York, NY 10036

By: _____
Jordan Goldman, President

ASSIGNEE:

EDPlus Holdings, LLC
5300 Meadows Road, Suite 400
Lake Oswego, OR 97035

**By: Aequitas Capital Management, Inc., its
Manager**

By: 

Craig J. Froude
Executive Vice President

TRADEMARK ASSIGNMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005281 FRAME: 0921

EXHIBIT A

Trademarks

Trademark	U.S. Reg. No.	Registration Date
UNIGO	3,548,040	16-Dec-2008
UNIGO (stylized, or with design)	3,628,568	26-May-2009
ABSOLUTE ADMIT	4,367,336	16-Jul-2013

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TRADEMARK ASSIGNMENT
EXHIBIT A