

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SLEETER GROUP, INC.		02/28/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DIVERSIFIED BUSINESS COMMUNICATIONS		
Street Address:	121 Free Street		
Internal Address:	P.O. Box 7437		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04112-7437		
Entity Type:	CORPORATION: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86184705	WEBIO	
CORRESPONDENCE DATA			
Fax Number:	2077747499		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	207-774-4000		
Email:	cbacall@verrilldana.com		
Correspondent Name:	Charles P. Bacall		
Address Line 1:	One Portland Square		
Address Line 2:	P.O. Box 586		
Address Line 4:	Portland, MAINE 04112-0586		
ATTORNEY DOCKET NUMBER:	25115-7317		
NAME OF SUBMITTER:	Charles P. Bacall		
SIGNATURE:	/charles p. bacall/		
DATE SIGNED:	04/01/2015		
Total Attachments: 4			
source=Executed - DBC-Sleeter - Intellectual Property Assignment Agreement(B1826753)#page1.tif			
source=Executed - DBC-Sleeter - Intellectual Property Assignment Agreement(B1826753)#page2.tif			
source=Executed - DBC-Sleeter - Intellectual Property Assignment Agreement(B1826753)#page3.tif			

OP \$40.00 86184705

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the “**Assignment Agreement**”), dated as of February 28, 2015, is by and between THE SLEETER GROUP, INC., a California corporation (the “**Assignor**”), and DIVERSIFIED BUSINESS COMMUNICATIONS, a Maine corporation (the “**Assignee**”).

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”) by and among the Assignor, the Assignee, Douglas Sleeter and Sherrill Sleeter, the Assignee has agreed to purchase, among other assets of the Assignor, the Assignor’s Intellectual Property related to the Business (as each term is defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in the Intellectual Property;

WHEREAS, without limiting the generality of the foregoing, Assignor has adopted, used or acquired certain trademarks used in connection with the Business as identified in the Purchase Agreement (said trademarks, including all registrations thereof, if any, and all rights to sue and recover for uncured past infringement thereof, being collectively referred to herein as the “**Assigned Marks**”); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the Intellectual Property (including without limitation the Assigned Marks), including all rights to sue and recover for uncured past infringement or wrongful use thereof everywhere in the world;

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Intellectual Property (including without limitation the Assigned Marks), all together with the goodwill of Assignor’s business in connection with which the Intellectual Property (including without limitation the Assigned Marks) are used, and with any and all renewals and extensions of the registrations for the Intellectual Property (including without limitation the Assigned Marks) that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register any trademark which may be confusing with one of the Assigned Marks.

Capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Purchase Agreement.

(1) Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor) (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Assignment Agreement by Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Intellectual Property (including without limitation the Assigned Marks);

- (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Intellectual Property (including without limitation the Assigned Marks), including testifying as to any facts relating to the Intellectual Property (including without limitation the Assigned Marks) or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Intellectual Property or this Assignment Agreement, Assignee agrees to bear the cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions, and Assignee will be entitled to retain the entire amount of any recovery or settlement; and
- (iii) in the implementation or perfection of this Assignment Agreement.

(2) This Assignment Agreement may be executed in counterparts, each of which will be an original as regards any party whose name appears thereon and all of which together will constitute one and the same instrument. This Assignment Agreement will become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all parties reflected hereon as signatories.

(3) This Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon or relating to this Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles that would require the application of the laws of any other jurisdiction.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

THE SLEETER GROUP, INC.

By: 

Name: Douglas Sleeter

Title: President

ASSIGNEE:

DIVERSIFIED BUSINESS COMMUNICATIONS

By: _____

Name: Theodore R. Wirth

Title: President and CEO

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first set forth above.

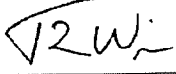
ASSIGNOR:

THE SLEETER GROUP, INC.

By: _____
Name: Douglas Sleeter
Title: President

ASSIGNEE:

DIVERSIFIED BUSINESS COMMUNICATIONS

By:  _____
Name: Theodore R. Wirth
Title: President and CEO

[Signature Page to Intellectual Property Assignment Agreement]