

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Sales & Marketing LLC		06/03/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Meijer, Inc.		
Street Address:	2929 Walker Ave., NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49544		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4878685	EXPLORE MORE	
CORRESPONDENCE DATA			
Fax Number:	6167915349		
<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:	616-735-8470		
Email:	trademarks@meijer.com		
Correspondent Name:	Brandi Van Leeuwen		
Address Line 1:	2929 Walker Ave., NW		
Address Line 2:	985/4		
Address Line 4:	Grand Rapids, MICHIGAN 49544		
NAME OF SUBMITTER:	Brandi Van Leeuwen		
SIGNATURE:	/Brandi Van Leeuwen/		
DATE SIGNED:	01/05/2017		
Total Attachments: 2			
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OP \$40.00 4878685

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made an effective as of 6/3, 2016 ("Effective Date") by and between Advantage Sales & Marketing LLC, a California corporation (the "Assignor") and Meijer, Inc., a Michigan corporation, (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITAL

Assignor has registered on the Principal Register of the United States Patent & Trademark Office the mark **Explore More®**, U.S. Registration No. 4878685 (referred to herein as the "Trademark"); and

Assignor desires to assign all rights, title and interest in such Trademark to the Assignee; and

Assignee desires to acquire same rights, title and interest in such Trademark from the Assignor.

AGREEMENT

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignee agrees to pay the Assignor \$1.00.
2. Assignor hereby assigns all rights, title and interest in such Trademark to the Assignee.
3. Nothing in this Agreement shall be construed to in any way limit the right of the Assignor to purchase, own, create and/or maintain other trademarks.
4. Assignor represents and warrants that Assignor has the exclusive, unencumbered ownership of the registration for the trademark; no rights of any third party will be prejudiced by the sale and transfer of the trademark; Assignor is the exclusive registrant and owner of the trademark; no other party has any right or claim to the registration, license, lien, ownership, or use of the trademark; there is no litigation or any other disputes arising from or relating to the trademark and authority to enter into and execute this Agreement.
5. Assignor will fully indemnify, defend, and hold harmless Assignee, its successors and assigns, its employees, officers, directors, parents and subsidiaries, from all inquiries, proceedings, actions, causes of action, claims, demands, judgments, settlements, costs, losses, fines, damages, and attorney fees arising from or any way related to Assignor's breach of this Agreement.
6. This Agreement states the entire agreement between the parties concerning the assignment of the identified trademark and supersedes any prior agreements, understandings, or representations with respect thereto.
7. Any controversy or claim arising relating to any Order will be determined only by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The dispute will be heard and determined by one arbitrator if the claim is less than US\$1 million (exclusive of interest) and three arbitrators if the claim is US\$1 million or more (exclusive of interest), at least one of whom will be an attorney. If there are three arbitrators, the parties agree that one arbitrator will be appointed by each of the parties, and the third arbitrator will be appointed by agreement of the party-appointed arbitrators. No arbitrator has the authority to: (i) award relief in excess of what this

Agreement provides; (ii) award punitive damages or any other damages not measured by the prevailing party's actual damages; or (iii) order consolidation or class arbitration. Further, the arbitrators must give effect to any limitations on either party's liability stated in this Agreement or in any applicable tariff, law, or regulation. The arbitration will be in Michigan. The arbitration hearing will be held within 120 days of the date of the initial or preliminary hearing or conference. Any judgment on the award rendered by the arbitrators will be final and may be entered in any court having proper jurisdiction. The existence or results of any arbitration and any evidence presented during the course of the arbitration is considered Confidential Information.

- 8. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date and year first written above.

ADVANTAGE SALES & MARKETING LLC
18100 Von Karman Avenue
Irvine, CA 92612
("Assignor")

By: *[Signature]*

Its: VP CLIENT SERVICES

MEIJER, INC.
2929 Walker Ave., NW
Grand Rapids, MI 49544
("Assignee")

By: *[Signature]*
Marisa Thompson Nicole Laughlin

Its: VP Promo Planning & Business Development
VP Brand Development & Marketing