

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
Berry Agency LLC		07/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Berry Company, LLC
Street Address:	160 Inverness Drive West, Suite 400
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3944900	BE
Registration Number:	4060374	BERRY
Registration Number:	4060373	BERRY
Registration Number:	3132076	BERRYADVANTAGE
Registration Number:	1605880	THE BERRY COMPANY
Registration Number:	3805367	MOBILE MINI
Registration Number:	3775327	MOST USED DIRECTORY THE LOCAL FAVORITE
Registration Number:	3184373	THE NAME THAT BUILDS BUSINESS
Registration Number:	4056150	THINK YELLOW, GO GREEN
Registration Number:	3999031	YELLOW PAGES YOUR WAY
Registration Number:	3620968	YOUR LINK TO LINCOLN
Registration Number:	3808653	YOUR LOCAL LEADS EXPERT

CORRESPONDENCE DATA

OP \$315.00 3944900

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-473-2703
Email: docket@hollandhart.com
Correspondent Name: Tracy B. Gray
Address Line 1: PO Box 8749
Address Line 2: ATTN: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Tracy B. Gray, attorney of record
Signature:	/Tracy B. Gray/
Date:	07/16/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of the date of final execution below, by and between Berry Agency LLC, a Delaware limited liability company (the "Seller"), and The Berry Company, LLC, a Colorado limited liability company (the "Buyer").

1. Seller has agreed to convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer and assign to Buyer, and Buyer hereby accepts the conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have caused their respective duly authorized officers to execute this Assignment as of the date of final execution below.

Berry Agency LLC

By: 

Name: W. Aaron Bowlds

Title: General Counsel

Date: 7-13-2012

The Berry Company, LLC



By: 

Name: W. Aaron Bowlds

Title: General Counsel

Date: 7-13-2012

SCHEDULE A

MARK	App./Reg. No
BE & design	3,944,900
BERRY	4,060,374
BERRY & design 	4,060,373
BERRYADVANTAGE	3,132,076
THE BERRY COMPANY	1,605,880
MOBILE MINI	3,805,367
MOST USED DIRECTORY THE LOCAL FAVORITE & design 	3,775,327
THE NAME THAT BUILDS BUSINESS	3,184,373
THINK YELLOW, GO GREEN	4,056,150
YELLOW PAGES YOUR WAY	3,999,031
YOUR LINK TO LINCOLN	3,620,968
YOUR LOCAL LEADS EXPERT	3,808,653