

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Procter & Gamble Company		04/16/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	MKTG, Inc.		
Street Address:	75 Ninth Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2541790	TREMOR	
Registration Number:	3682084	VOCALPOINT	
Registration Number:	3682085	TREMOR	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin E. Silverman		
SIGNATURE:	/Robin E. Silverman/		
DATE SIGNED:	05/01/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

Preamble

This Trademark Assignment Agreement (the "AGREEMENT"), is made and entered into by and between MKTG, Inc., a Delaware corporation ("MKTG") and The Procter & Gamble Company, an Ohio corporation ("P&G").

P&G and MKTG have entered into that certain Asset Purchase Agreement, dated on or near this AGREEMENT, which provides, among other things, for the sale and assignment by P&G to MKTG of certain assets. The assets assigned include all of P&G's right, title and interest in and to those trademarks listed on the attached Schedule A ("MARKS").

Agreement

1. P&G hereby assigns, transfers, conveys and delivers to MKTG and MKTG's successors and assigns, and MKTG hereby accepts from P&G, all of P&G's right, title and interest in and to the MARKS, subject to existing licenses, the goodwill of the businesses symbolized thereby, and all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

2. P&G hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record MKTG as the owner of the MARKS, and to issue any and all MARKS to MKTG, as assignee of P&G's entire right, title and interest in, to, and under the same. MKTG will have the right to record this AGREEMENT with all applicable government authorities and registrars so as to perfect its ownership of the MARKS.

3. P&G will provide MKTG, its successors, assigns or other legal representatives, reasonable cooperation and assistance at MKTG's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by MKTG to register or perfect the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the MARKS made herein.

4. This AGREEMENT will be governed by, and construed in accordance with, the laws of the State of Ohio without reference to such state's principles of conflicts of law. This AGREEMENT may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this AGREEMENT will not waive any of its rights under such terms or provisions. This AGREEMENT will bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

[Signature Page Follows]

Schedule 1.1.5: Form of Assignment

IN WITNESS WHEREOF, the parties to this Trademark Assignment Agreement have executed this AGREEMENT, or caused this AGREEMENT to be executed by their duly authorized representatives.

THE PROCTOR & GAMBLE COMPANY

By: Laura Becker

Name: Laura Becker

Title: Manager, Business Development

Date: 4/16/14

THE STATE OF Ohio

County of Hamilton

On this 16th day of April, 2014, before me, Barbara S. Kessling, Notary Public, personally appeared Laura M. Becker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, Laura Becker executed the instrument.

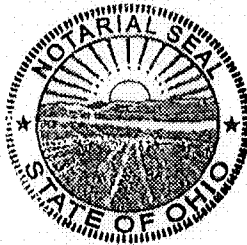
WITNESS my hand and official seal

Signature Barbara Steinmetz Kessling (Seal)

Notary Public in and for
The State of Ohio

Barbara Steinmetz Kessling
Printed or Typed Name of Notary

My commission expires 6/12/16



Barbara Steinmetz Kessling
Notary Public, State of Ohio
My Commission Expires 06-12-2016

Schedule 1.1.5: Form of Assignment

Acknowledged and accepted by:

MKTG, INC

By: _____

Name: _____

Title: _____

Date: _____

[Handwritten signature]
Name: CHARLES HORSEY
Title: CEO
Date: 03.25.14

THE STATE OF New York

County of Bronx

On this 25 day of march, before me, Valerie Morales, Notary Public, personally appeared Charles Horsey personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, ~~_____~~ executed the instrument.

WITNESS my hand and official seal

Signature _____

Valerie Morales

(Seal)

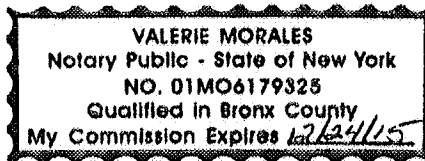
Notary Public in and for

The State of _____

New York

Valerie Morales

Printed or Typed Name of Notary



My commission expires _____

12/24/15

Schedule I.1.5: Form of Assignment

Schedule A

Trademark	Country	Class / Services	App Date	App No.	Reg Date	Reg No.
TREMOR	Switzerland	Class 35: Conducting market research and market research surveys	08/24/00	10071/2000	02/16/01	481640
TREMOR	USA	Class 35: Conducting market research and market research surveys	08/24/00	78022756	02/19/02	2541790
TREMOR	European TM & Design Office (EM)	Class 35: Conducting market research and market research surveys	03/22/01	2142248	04/26/02	2142248
TREMOR	USA	Class 35: Creation and execution of marketing campaigns designed to engage consumers in word-of-mouth marketing behavior; motivation of consumer sharing of marketing materials with members of their social and/or their professional networks; and development and execution of consumer research for the purposes of product, packaging, and/or marketing/promotion design and production.	06/25/08	77507854	09/15/09	3682085
VOCALPOINT	USA	Class 35: Creation and execution of marketing campaigns designed to engage consumers in word-of-mouth marketing behavior; and development and execution of consumer research for the purposes of product, packaging, or promotion design.	06/25/08	77507846	09/15/09	3682084

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