

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303638

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		
Internal Address:	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:	3682085	TREMOR	
Registration Number:	3682084	VOCALPOINT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-983-1322		
Email:	pgtrademarks.im@pg.com		
Correspondent Name:	Tara M. Rosnell		
Address Line 1:	299 East Sixth Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	TM501958; TR730.2-G		
NAME OF SUBMITTER:	Tara M. Rosnell		
SIGNATURE:	/Tara M. Rosnell/		
DATE SIGNED:	05/06/2014		
Total Attachments: 6			
source=Vocalpoint Tremor Execution#page1.tif			

CH \$90.00 2541790

source=Vocalpoint Tremor Execution#page2.tif
source=Vocalpoint Tremor Execution#page3.tif
source=Vocalpoint Tremor Execution#page4.tif
source=Vocalpoint Tremor Execution#page5.tif
source=Vocalpoint Tremor Execution#page6.tif

AGREEMENT
BETWEEN
MKTG, INC.
AND
THE PROCTER & GAMBLE COMPANY

1

Table of Contents

Articles

1. Definitions3
2. Conveyance & Assumption of Liabilities.....3
3. MKTG Payments & Reports4
4. CAMPAIGNS And Transitioning6
5. Term8
6. Termination; Effects of Termination8
7. Additional Covenants10
8. Audit & Inspection10
9. Assignment & Delegation11
10. Confidentiality12
11. Representations & Warranties13
12. Indemnification.....14
13. Miscellaneous15

Schedules

Schedule 1.1 – Definitions20
Schedule 1.1.5 – Forms of Assignment.....24
Schedule 1.1.6 – Assumed Contracts33
Schedule 1.1.15 – DOMAIN NAMES34
Schedule 1.1.23 – MARKS.....35
Schedule 1.1.33 – Patent Applications.....36
Schedule 2.3 – Assignment And Assumption of Agreements37
Schedule 3.9 – Reporting Form41
Schedule 4.2 – Credentialing Statements.....42

Preamble

This AGREEMENT, effective and binding as of the last date of signing of this AGREEMENT (“EFFECTIVE DATE”), is between MKTG, Inc., a Delaware corporation (“MKTG”) and The Procter & Gamble Company, an Ohio corporation (“P&G”).

Agreement

1. Definitions

- 1.1. General.** The capitalized terms defined in this AGREEMENT have the meanings indicated for purposes of this AGREEMENT; non-capitalized terms have their ordinary meaning as determined by context, subject matter, and/or scope, except as noted in Paragraph 13.2 (Construction). A list of these defined terms with definitions or a cross-reference to the location of their respective definitions within this AGREEMENT is set forth in Schedule 1.1.

2. Conveyance & Assumption of Liabilities

- 2.1. Conveyance of Assets.** As of the EFFECTIVE DATE, P&G hereby sells, conveys, assigns and transfers to MKTG all of P&G's and its AFFILIATES' right, title and interest in and to the ASSIGNED ASSETS, and MKTG hereby purchases, acquires, accepts and assumes the ASSIGNED ASSETS upon the terms and subject to the conditions of this AGREEMENT.
- 2.1.1. Retained Rights to CAMPAIGN MATERIALS.** Such sale, conveyance, assignment and transfer of the CAMPAIGN MATERIALS is made subject to and P&G hereby retains, and MKTG hereby grants to P&G and its AFFILIATES an irrevocable, non-terminable, transferable, worldwide, fully paid-up license, including the right to sublicense, to copy, distribute, display, perform, transmit, import, prepare derivative works, publish, sell, offer to sell, and use the CAMPAIGN MATERIALS for any and all purposes.
- 2.1.2. Possession of VPC Data.** P&G will transfer possession of the VPC DATA to MKTG the earlier of (a) two weeks following receipt of written notice from MKTG that MKTG is ready to receive the VPC DATA, or (b) May 1, 2014. P&G will be responsible for all COMMUNITY COSTS until such transfer of possession. Upon and after possession of the VPC DATA, MKTG will be responsible for all COMMUNITY COSTS.
- 2.2. Assumed Liabilities.** As of the EFFECTIVE DATE and subject to Paragraph 2.1.2 (Possession of VPC Data), MKTG assumes, and agrees to pay, perform and discharge when due, the ASSUMED LIABILITIES.
- 2.3. Assignment And Assumption of ASSUMED CONTRACTS.** On or near the EFFECTIVE DATE, P&G or its AFFILIATE, on the one hand, and MKTG, on the other hand, will enter into an agreement for proof of assignment and assumption of the rights and obligations for the ASSUMED CONTRACTS in the form of Schedule 2.3.

And copy (which will not constitute notice) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue
New York, New York 10022
Attention: Lawrence R. Haut, Esq.

If to P&G:

The Procter & Gamble Company
Two Procter & Gamble Plaza
Cincinnati, Ohio 45202
Attention: Laura M. Becker – General Manager, Global Business
Development

And copy (which will not constitute notice) to:

The Procter & Gamble Company
One Procter & Gamble Plaza
Cincinnati, Ohio 45202
Attention: Associate General Counsel, Director
Transactions Organization

Jones Day
12265 El Camino Real, Suite 300
San Diego, California 92130
Attention: Thomas A. Briggs, Esq.

- 13.15. Relationship Between the PARTIES.** This AGREEMENT does not constitute MKTG as the agent or legal representative of P&G, or P&G as the agent or legal representative of MKTG for any purpose whatsoever. Neither PARTY is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other PARTY or to bind the other PARTY in any manner or thing whatsoever. MKTG's employees will not represent themselves as being representatives of or otherwise employed by P&G. Nothing in this AGREEMENT will be construed as creating the relationship of employer and employee, joint venture, partnership, distributorship, franchise, agency or consignment between the PARTIES.
- 13.16. Schedules & Exhibits.** Schedules and Exhibits to this AGREEMENT and conditions contained in the Schedules and Exhibits will have the same effect as if set out in the body of this AGREEMENT.
- 13.17. Severability.** If and to the extent that any court or tribunal of competent jurisdiction holds any of the terms or provisions of this AGREEMENT, or the application thereof to any circumstances, to be invalid or unenforceable in a final nonappealable order, the PARTIES will use their reasonable efforts to reform the portions of this AGREEMENT declared invalid to realize the intent of the PARTIES as fully as practicable, and the remainder of this AGREEMENT and the application of the invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each of the remaining terms and provisions of this AGREEMENT will remain valid and enforceable to the fullest extent of the law.

[Signature page follows.]

The PARTIES, by their authorized representatives, sign this agreement in duplicate; with each PARTY receiving one of the signed originals hereof.

For: **MKTG, Inc**

By: _____

Charles Horsey
Chief Executive Officer

Date: _____

03.25.14

For: **The Procter & Gamble Company**

By: _____

Laura M. Becker
General Manager
Global Business Development

Date: _____

4/16/14

Schedule 1.1.23 - MARKS

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

[Remainder of page intentionally left blank.]