

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHOP'N CHEK, LLC	FORMERLY SHOP'N CHEK, INC.	07/13/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARKET FORCE INFORMATION, INC.		
<b>Street Address:</b>	371 Centennial Pkwy Ste 210		
<b>City:</b>	Louisville		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80027		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2289983	SHOP'N CHEK	
<b>Registration Number:</b>	1517415	SHOP'N CHEK INC.	
<b>Registration Number:</b>	1968978	XPRESS REPORTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172063880		
<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>			
<b>Phone:</b>	303-749-9286		
<b>Email:</b>	joanne@strategicparalegals.com		
<b>Correspondent Name:</b>	Matt Nydell		
<b>Address Line 1:</b>	371 Centennial Pkwy Ste 210		
<b>Address Line 4:</b>	Louisville, COLORADO 80027		
<b>NAME OF SUBMITTER:</b>	Matt S. Nydell		
<b>SIGNATURE:</b>	/s/ Matt S. Nydell		
<b>DATE SIGNED:</b>	07/21/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of July 13, 2016 (this "Assignment") by and between **SHOP'N CHEK, LLC**, a Delaware limited liability company having its principal place of business located at 371 Centennial Parkway, Suite 210, Louisville, CO 80027 (the "Assignor") and **MARKET FORCE INFORMATION, INC.**, a Delaware corporation having its principal place of business located at 371 Centennial Parkway, Suite 210, Louisville, CO 80027 (the "Assignee").

WHEREAS, Assignor has agreed to transfer to the Assignee all of the Assignor's rights, title and interests in and to the trademarks identified on Schedule A attached hereto (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** The Assignor hereby assigns to the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith. To the extent that any of Assignor's rights or title in and to the Marks cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Marks.

2. **Rights and Privileges.** All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by the Assignee and his successors, assigns and other legal representatives.

3. **Authorization.** The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.

4. **Representations and Warranties.** The Marks owned by the Assignor are free and clear of any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, matters a survey or inspection would show, encroachments, assignment, preemptive right, existing or claimed right of first refusal, right of first offer, consent right, or other encumbrance or adverse claim of any character. To the knowledge of the Assignor, no third party has infringed upon, misappropriated or otherwise violated any Marks.

5. **Governing Law.** This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of New York, without giving

effect to any choice of law or conflicts of law provision or rule that would cause the application of the Laws of a jurisdiction other than New York.

*[remainder of page is intentionally left blank]*

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

**SHOP'N CHEK, LLC**

By: [Signature]  
Name: Matt Nydell  
Title: Manager

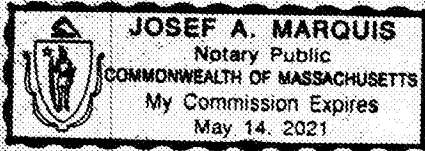
STATE OF Massachusetts  
COUNTY OF Dorset

On the 13<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public, personally appeared Matt Nydell, personally known to me or proved to me on the basis of satisfactory evidence to be the person signing on behalf of Shop'N Chek, LLC, in his capacity as Manager of Shop'N Chek, LLC, subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

[SEAL]


[Signature]  
Notary Public

My Commission Expires: 09/14/2021



**ACCEPTED:**

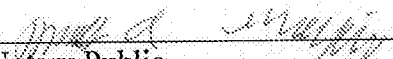
**MARKET FORCE INFORMATION, INC.**

By:   
Name: Matt Nydell  
Title: Secretary

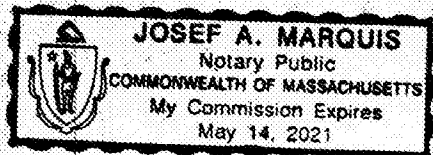
STATE OF Massachusetts  
COUNTY OF Plymouth

On the 13<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public, personally appeared Matt Nydell, personally known to me or proved to me on the basis of satisfactory evidence to be the person signing on behalf of Market Force Information, Inc., in his capacity as Secretary of Market Force Information, Inc., subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


[SEAL]

  
Notary Public

My Commission Expires: 05/14/2021



**SCHEDULE A**  
**TRADEMARKS**

NAME	REGISTRATION NUMBER	DATE OF REGISTRATION
SHOP'N CHEK	2289983	November 2, 1999
	1517415	December 20, 1988
SHOP'N CHEK, INC.	1968978	April 16, 1996