

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MKTG, INC.		12/23/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GDSNEWCO, LLC		
Street Address:	310 Culvert St		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3682084	VOCALPOINT	
Registration Number:	3682085	TREMOR	
Serial Number:	86791618	UN RATO JUNTAS	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	5139778527		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. 5th St., Ste 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L. Besl		
SIGNATURE:	/April L. Besl/		
DATE SIGNED:	10/11/2016		
Total Attachments: 3			
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source=Tremor IP Assignment#page3.tif			

OP \$90.00 3682084

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated December 23, 2015 (this "Assignment"), is made and entered into between 'mktg, inc.', a Delaware corporation ("Assignor"), and GDSNEWCO, LLC, an Ohio limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated December 23, 2015 (the "Purchase Agreement"), between Assignor and Assignee. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement.

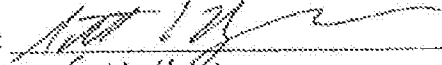
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective at the Closing, Assignor hereby irrevocably assigns, transfers and contributes to Assignee, all of Seller's right, title and interest in and to the intellectual property owned by Seller listed on Schedule 1 hereto (collectively, the "Intellectual Property"), together with all of Assignor's right, title and interest in and to any and all goodwill associated with the Intellectual Property.

This Assignment may be executed in any number of counterparts, and all of such counterparts taken together shall be deemed to constitute the same instrument. This Assignment may be signed by facsimile or electronic transmission, which shall be deemed an original.

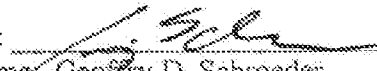
[Signature page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed and delivered as of the date first above written.

'MKTG, INC.'

By: 
Name: Scott H. Gies
Title: Secretary

GDSNEWCO, LLC

By: 
Name: Geoffrey D. Schroeder
Title: Manager

[Signature Page to Intellectual Property Assignment]

Schedule 1

Trademarks

Serial Number	Registration Number	Word Mark
77507846	3682084	VOCALPOINT
77507854	3682085	TREMOR

Unregistered Marks

1. The unregistered mark referred to as "Un Rato Juntas".
2. The unregistered mark referred to as "Vocalpoint Voice".
3. The unregistered mark referred to as "Swytchboard".

Other

Tremor community platform and code.