

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489577

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900461234

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESP Properties, LLC		06/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Engine Shop II, LLC
Street Address:	30 West 26th Street
Internal Address:	3rd Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2240303	IEG VALUATION
Registration Number:	2240302	IEG VALUATION
Registration Number:	2309779	IEG
Registration Number:	2309778	IEG
Registration Number:	4405691	IEG. VALUED
Registration Number:	4535555	IEG.
Registration Number:	4903553	IEG SPONSORSHIP REPORT
Registration Number:	2052453	IEG

CORRESPONDENCE DATA

Fax Number: 2122925391

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.

Phone: 2122925390

Email: mail@ipcounselors.com

Correspondent Name: EPSTEIN DRANGEL LLP

Address Line 1: 60 EAST 42ND STREET

Address Line 2: SUITE 2520

Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER: WILLIAM C. WRIGHT

SIGNATURE: /WILLIAM C. WRIGHT/

DATE SIGNED: 09/12/2018

Total Attachments: 11

source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page1.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page2.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page3.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page4.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page5.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page6.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page7.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page8.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page9.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page10.tif
source=ESP Properties - IP Assignment Agreement [EXECUTED][1]#page11.tif

IP ASSIGNMENT

This IP ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2018 (the "Effective Date") by and between Engine Shop II, LLC, a Delaware limited liability company ("Assignee") and ESP Properties, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated June 30, 2018 (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to those certain trademarks, copyrights, patents, domain names, methodologies, hardware, social media accounts and customer lists identified on Exhibit A hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants in the Purchase Agreement and hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any reasonably necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. By execution and delivery of this Assignment, the parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the borough of Manhattan in the City of New York, or if such court does not have jurisdiction, the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other

proceeding arising out of or in connection with this Assignment or any transaction contemplated hereby. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment or the transactions contemplated hereby in (a) the United States District Court for the Southern District of New York or (b) the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Assignment shall control, but only with respect to its subject matter.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


ASSIGNOR:

ESP Properties, LLC

By:

Name:

Title:


Mark Sanders
CFO - North America

[Signature Page to IP Assignment Agreement]

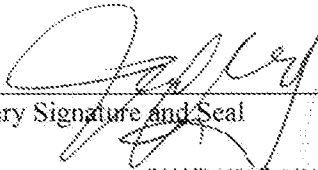
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK


SS:

COUNTY OF NEW YORK

On this 30 day of June, 2018 before me, the undersigned, personally appeared MARK SANDERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.


Notary Signature and Seal

JONATHAN E. YANG
Notary Public, State of New York
No. 01YA6000013
Qualified in Kings County
Commission Expires Dec. 6, 2021



[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006436 FRAME: 0403

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE: Engine Shop II, LLC

By:



Name: George Pyne
Title: Manager

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006436 FRAME: 0404

Exhibit A

- The following Marks:

Trademark	Country	Application No.	Registration No.	Renewal Date	Classes
ESP Brands	United States of America	86/694,639			35,41,42
ESP Properties	United States of America	86/694,635	5,392,244	30 Jan 2028	35,41,42
IEG	EUTM	001068790	001068790	9 Feb 2019	35
IEG Device	EUTM	001069228	001069228	9 Feb 2019	35,36,41
IEG VALUATION	EUTM	001068782	001068782	9 Feb 2019	36
IEG VALUATION	United States of America	75/336119	2240303	20 Apr 2019	36
IEG VALUATION	United States of America	75/336103	2240302	20 Apr 2019	36
IEG Device & Diamond Device	United States of America	75406371	2309779	18 Jan 2020	16
IEG Device & Diamond Device	United States of America	75/406370	2309778	18 Jan 2020	36
IEG	Mexico	543724	824385	19 Apr 2022	35
IEG Device	Mexico	543721	824569	19 Apr 2022	35
IEG Device	Mexico	543723	768582	19 Apr 2022	41
IEG Device	Mexico	543722	768581	19 Apr 2022	36
IEG VALUATION	Mexico	543725	769448	19 Apr 2022	36
IEG	Mexico	771340	771340	31 Oct 2022	41
ieg. VALUED & Device	United States of America	85/687611	4405691	24 Sep 2023	16,36
ieg. Stylised	United	85682956	4535555	27 May	16,35,36,41

	States of America			2024	
IEG Sponsorship Report	United States of America	86142914	4903553	23 Feb 2026	35,41
IEG	United States of America	75075795	2052453	15 Apr 2027	35
IEG	Canada	0853648	TMA497268	16 Jul 2028	
IEG Device	Canada	0853647	TMA497267	16 Jul 2028	

- The following methodologies:
 - Valuation Methodologies (Traditional): IEG Valuation Methodology is the industry-leading assessment and validation of sponsorship rights. IEG's methodology accounts of the value of quantitative tangible benefits and qualitative intangible benefits.
 - Valuation Methodologies (Adaptive): Adapted from the traditional IEG Valuation Methodology, IEG's adaptive valuation methodologies are customized for non-traditional clients and unique sponsorship situations to account for the nuances of those sponsorships.
 - Sponsorship Evaluation/Selection Model Methodologies: The model utilizes a tailored standardized methodology to consistently determine a property's ability to provide necessary rights, benefits, audience and conditions/environment to accomplish sponsorship objectives. The output is an objectives-based evaluation, management and measurement system that allows for the objective evaluation of current and potential programs, and compares the relative value of one property to another.
 - Sponsorship Performance Model Methodologies: An extension of IEG's Evaluation Model, the Performance Model utilizes a tailored standardized methodology to consistently measure a property's success in accomplishing each objective. Its Performance Index/Rating is designed to help answer whether a brand's activation is helping achieve the brand's objectives, to identify return on objective (ROO), and to recommend adjustments to help sponsor achieve optimal results.
 - Audience Vitality Index Methodologies: The Audience Vitality Index (AVI) is an objective and relative measure of reach, growth, and engagement levels of a property's audiences across social, digital, physical and traditional mediums. The AVI provides a ranking that measures how a rightsholder's audience compares to

comparable rightsholders across key metrics, thus identifying areas and opportunities for audience growth and engagement.

- Other/Custom Methodologies (Content/ROI): *Based upon IEG's existing methodologies and industry insights, IEG applies variable methodologies customized to help brands measure outcomes and success of its sponsorship platforms.*
- The following tools and deliverables:
 - Valuation Statement: A core deliverable of the IEG Valuation Methodology, the industry-leading assessment and validation of sponsorship rights – The Valuation Statement verifies the fair market value of a sponsorship package; highlights a *sponsorship's strengths and key value drivers; provides an assessment of value across asset types and categories; values and details tangible benefit inventory; and provides a proprietary rating across intangible criteria.*
 - Packaging and Pricing Tool: An Excel-based custom-built tool that helps rightsholders inventory, package and price their sponsorship opportunities utilizing *IEG's proprietary data, methodologies, and insights. The tool enables baseline packaging and pricing for a sponsorship seller while allowing for customization and flexibility for specific brand sponsor targets and bespoke sponsorship opportunities.*
 - Discovery/Competitive Report: *An output of IEG's 360 degree property assessment and landscape analysis, the Discovery/Competitive Report utilizes data from our internal client audit, industry insights and knowledge, and competitive intelligence on comparable properties to help inform sponsorship strategy and framework. The Report identifies all of a property's audiences, engagement points, and commercial benefits that can be offered to a sponsor, as well as key marketplace trends, comparative and competitive benchmarking, "best-in-class" property case studies, and industry best practices.*
 - Targeting/Prospecting Report: A playbook that helps identify optimal sponsorship categories and brands for a rightsholder to target. Utilizing *IEG's access to the largest sponsorship deals database in the world as well our unique access to the industry through our client work, content team, and agency network, the Targeting/Prospecting Report helps IEG develop optimal sponsorship strategies by identifying who the targets are and what will make them buy.*
 - Targeting/Prospecting Tool: A supplement to the Targeting/Prospect Report, this Excel-based custom-built tool helps sponsorship sellers prospect and target brands/categories based on size/type of opportunity, markets and other custom criteria.
 - Sponsorship Evaluation/Selection Model: An objectives-based evaluation, management and measurement system that allows for the objective evaluation of

current and potential programs, and compares the relative value of one property to another. The model utilizes a tailored standardized methodology to consistently *determine a property's ability to provide necessary rights, benefits, audience and conditions/environment to accomplish sponsorship objectives.*

- **Sponsorship Performance Model:** *An extension of IEG's Evaluation Model, the Performance Model utilizes a tailored standardized methodology to consistently measure a property's success in accomplishing each objective. Its Performance Index/Rating is designed to help answer whether a brand's activation is helping achieve the brand's objectives, to identify return on objective (ROO), and to recommend adjustments to help sponsor achieve optimal results.*

- **Audience Vitality Index Report:** *The Audience Vitality Index (AVI) is an objective and relative measure of reach, growth, and engagement levels of a property's audiences across social, digital, physical and traditional mediums. The AVI Report provides a ranking that measures how a rightsholder's audience compares to comparable rightsholders across key metrics, thus identifying areas and opportunities for audience growth and engagement.*

- **Strategy/Packaging Reports (various):** *A variable but vital output of IEG's strategy consulting engagements, the Strategy/Packaging Report highlights our development of enterprise-wide sponsorship strategies and solutions that help our clients maximize revenue for themselves and value their sponsors. This typically includes the details of the overall corporate sponsorship framework and packaging model, defining different levels and types of sponsorship packages and assets, creating activation ideas and recommendations of specific sponsorship platforms for each business category, and recommendations on new sponsorship benefits and opportunities to optimize a rightsholder's sponsorship platform.*

- All of the data held in, but none of the software relating to, the following databases:
 - Microsoft Dynamics GP (SQL Server) – Main financial system
 - IEG company database
 - Dynamics system database

 - Microsoft Dynamics CRM (SQL Server) – Sales automation, marketing and intelligence system
 - IEG_Inc_MSCRM instance database: Includes customizations such as intelligence database
 - MSCRM_Config

 - Kentico (SQL Server) – Website content management system
 - Staging
 - Production

 - Microsoft Commerce Server (SQL Server) – Website commerce engine

- MSCS_Admin
- MSCS)catalogScratch
- Sponsorship_marketing
- Sponsorship_marketing_lists
- Sponsorship_productcatalog
- Sponsorship_profiles
- Sponsorship_transactionconfig
- Sponsorship_transactions

- Scribe (SQL Server) – Enterprise integration tool

- IEG Valuation (SQL Server) – Legacy valuation system
 - Projects (Filemaker Pro) – Client project database
 - New IEGC DB (Filemaker Pro) – Legacy intelligence database
 - IEGC Online (SQL Server) – Subset of intelligence database published for internal GroupM use

- Old Databases
 - IEGcontent (SQL Server) – Legacy website CMS database
 - IEG marketplace (SQL Server) – Legacy database for IEG marketplace/Sourcebook Online
 - IEGstoreDB (SQL Server) – Legacy commerce database for web site

- The following domain names:

Domain Name	Expires	Redirect
ALLIANCEMARKETINGCONFERENCE.COM	8/3/2018	N
CORESPONSORSHIP.COM	8/25/2018	http://www.sponsorship.com/annual-conference.aspx
ENDORSEMENTINSIDER.COM	4/24/2019	http://www.sponsorship.com/
ENDORSEMENTS.COM	5/12/2019	http://www.sponsorship.com/
FORGETSPONSORSHIP.COM	10/6/2018	http://www.sponsorship.com/annual-conference.aspx
IEG.BIZ	11/6/2018	http://www.sponsorship.com/
IEG2007.COM	8/22/2018	http://www.sponsorship.com/annual-conference.aspx
IEG2008.COM	1/2/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2009.COM	1/2/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2010.COM	1/2/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2011.COM	1/2/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2012.COM	1/2/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2013.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2014.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2015.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2016.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2017.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx

IEG2018.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2019.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2020.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2021.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEG2022.COM	1/5/2019	http://www.sponsorship.com/annual-conference.aspx
IEGADVISORYSERVICES.COM	5/1/2019	http://www.sponsorship.com/advisory-services.aspx
IEGDATABASE.COM	6/3/2019	http://www.sponsorship.com/research-services.aspx
IEGINC.BIZ	11/6/2018	http://www.sponsorship.com/
IEGINTELLIGENCE.COM	5/1/2019	http://www.sponsorship.com/research-services.aspx
IEGMARKETPLACE.COM	10/7/2018	http://www.sponsorship.com/marketplace
IEGRESEARCH.COM	5/1/2019	http://www.sponsorship.com/research-services.aspx
IEGSBK.COM	10/6/2018	http://www.sponsorship.com/marketplace
IEGSD.COM	3/8/2019	http://www.sponsorship.com/
IEGSOURCEBOOK.COM	10/6/2018	http://www.sponsorship.com/marketplace
IEGSPONSORDIRECT.COM	3/2/2019	http://www.sponsorship.com/
IEGSPONSORDIRECT.NET	3/2/2019	http://www.sponsorship.com/
IEGSPONSORDIRECT.ORG	3/2/2019	http://www.sponsorship.com/
IEGSPONSORSHIPDATABASE.COM	6/3/2019	http://www.sponsorship.com/research-services.aspx
IEGSPONSORSHIPINTELLIGENCE.COM	6/12/2019	http://www.sponsorship.com/research-services.aspx
IEGSPONSORSHIPMARKETPLACE.COM	10/7/2018	http://www.sponsorship.com/marketplace
IEGSPONSORSHIPONLINE.COM	5/1/2019	http://www.sponsorship.com/
IEGSPONSORSHIPREPORT.COM	8/25/2018	http://www.sponsorship.com/report
IEGSPONSORSHIPREPORT.NET	9/29/2018	http://www.sponsorship.com/report
IEGSPONSORSHIPREPORT.ORG	9/29/2018	http://www.sponsorship.com/report
IEGSPONSORSHIPSOURCEBOOK.COM	7/9/2012	http://www.sponsorship.com/marketplace
IEGSPONSORSHIPSOURCEBOOK.NET	7/9/2012	http://www.sponsorship.com/marketplace
IEGSPONSORSHIPSOURCEBOOK.ORG	7/9/2012	http://www.sponsorship.com/marketplace
IEGSR.COM	8/5/2018	http://www.sponsorship.com/report
IEGSR.NET	8/5/2018	http://www.sponsorship.com/report
IEGSR.ORG	8/5/2018	http://www.sponsorship.com/report
IEGVALUATION.COM	5/1/2019	http://www.sponsorship.com/
IEGWEBINARS.COM	5/5/2019	http://www.sponsorship.com/
IEGWORLD.COM	11/13/2018	http://www.sponsorship.com/
INTERNATIONALEVENTSGROUP.COM	6/1/2019	http://www.sponsorship.com/
SPONSORSHIP.COM	8/23/2018	http://www.sponsorship.com/
SPONSORSHIPAUCTION.COM	3/22/2019	http://www.sponsorship.com/
SPONSORSHIPCLICK.COM	7/18/2019	http://www.sponsorship.com/
SPONSORSHIPMARKETPLACE.COM	3/22/2019	http://www.sponsorship.com/marketplace
SPONSORSHIPREPORT.COM	4/22/2019	http://www.sponsorship.com/report
SPONSORSHIPVALUATION.COM	3/22/2019	http://www.sponsorship.com/valuation
SPONSORSHIPWEBINARS.COM	5/5/2019	http://www.sponsorship.com/webinars
VALUESPONSORSHIP.COM	7/18/2019	http://www.sponsorship.com/valuation