TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAU Acquisition Company, LLC		06/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Clover Technologies Group, LLC	
Street Address:	4200 Columbus Street	
City:	Ottawa	
State/Country:	ILLINOIS	
Postal Code:	61350	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3205302	RESPONSIBLE
Registration Number:	3205300	RESPONSIBLE

CORRESPONDENCE DATA

Fax Number: 3129847700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312-372-2000

Email: mburke@mwe.com, umattsson@mwe.com, kwalsh@mwe.com

Correspondent Name: Kelly Walsh, McDermott Will & Emery LLP

Address Line 1: 227 W. Monroe Street, Suite 4400 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	074031-0088
NAME OF SUBMITTER:	Michelle C. Burke
Signature:	/Michelle C. Burke/

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Date:	06/20/2012
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TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (the "Assignment") is made effective this 19th day of June, 2012, by and between CAU Acquisition Company, LLC, a Delaware limited liability company ("Assignor"), and Clover Technologies Group, LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached <u>Schedule A</u> (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and Goodwill.

ASSIGNMENT AND AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
- 2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
- 3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.

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- 4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.
- 5. This assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Assignor:

CAU Acquisition Company, LLC

By:

Name: Dan Ruhl

Title: President

STATE OF ILLINOIS

COUNTY OF LASALLE

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on day of June, 2012, personally appeared before me DAN RUHL, the President of CAU ACQUISITION COMPANY, LLC, to be personally well known and known to be the person who signed the foregoing instrument, and who being by me duly sworn, stated and acknowledged that he is the President of said limited liability company, and that he signed and delivered the same in behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



Notary Public

ACCEPTED:

Clover Technologies Group, LLC as Assignee

Name: Dan Ruhl

Title: President

SCHEDULE A

TRADEMARKS

Mark	Registration	Registration	International	Status
	No.	Date	Classes	
RESPONSIBLE	3,205,302	2/6/2007	35, 40	Registered
RESPONSIBLE	3,205,300	2/6/2007	35, 40	Registered