

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY TRANSFER AGREEMENT		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ando Media, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triton Digital, Inc.		
<b>Street Address:</b>	15303 Ventura Blvd., Suite 1500		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4528837	A²X BY TRITON DIGITAL	
<b>Registration Number:</b>	4493480	A2X	
<b>Registration Number:</b>	3060192	AD INJECTOR	
<b>Registration Number:</b>	3629781	AD WIRE	
<b>Registration Number:</b>	3521357	AUTOPOD	
<b>Registration Number:</b>	3757380	FLIGHT-PLAN	
<b>Registration Number:</b>	3488256	PODFUSE	
<b>Registration Number:</b>	3750648	TARGETED AD INJECTOR	
<b>Registration Number:</b>	3061368	WEBCAST METRICS	
<b>Registration Number:</b>	4253019	WEBCAST METRICS	
<b>Registration Number:</b>	3977634	LC LIQUID COMPASS	
<b>Registration Number:</b>	3977636	LC	
<b>Registration Number:</b>	3977637	LIQUID COMPASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			

CH \$340.00 4528837

**Email:** susan.zablocki@kirkland.com  
**Correspondent Name:** Susan Zablocki  
**Address Line 1:** Kirkland & Ellis LLP  
**Address Line 2:** 601 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 23061-41

**NAME OF SUBMITTER:** Susan Zablocki

**SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 05/26/2015

**Total Attachments: 7**

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page1.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page2.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page3.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page4.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page5.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page6.tif

source=ando Media - Triton IP Transfer Agreement (Executed)\_(36133230\_4)#page7.tif

## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of May 8<sup>th</sup>, 2015 (the "Effective Date"), by and among Ando Media, LLC, a Delaware limited liability company ("Ando"), and Triton Digital, Inc., a Delaware corporation ("Triton"). Ando and Triton are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Ando is the owner of the Intellectual Property (defined herein);

WHEREAS, Ando wishes to transfer and assign the Intellectual Property to Triton; and

WHEREAS, Triton immediately thereafter wishes to transfer and assign the Intellectual Property to Vector Triton (Lux) 1, S.à r.l.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein, and intending to be legally bound, the Parties hereby agree as follows:

### Section 1. Transfer.

1A. Assignment of Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ando hereby sells, transfers, conveys and assigns to Triton its entire right, title and interest in and to the Intellectual Property, free and clear of all liens, along with and including: (i) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including any payments for past, present and future infringements and misappropriations thereof), whether known or unknown; (ii) all rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the foregoing throughout the world.

1B. Delivery of Certificates and Records. Ando shall, promptly after the Effective Date, deliver to Triton the original files and materials related to the Intellectual Property, including registration certificates and all files, records and documentation pertaining to the enforcement and policing of the Intellectual Property.

1C. Recordation. Ando hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world to record Triton as the owner of any registrations (or applications for registrations) included in the Intellectual Property and to issue any and all letters patent and registrations of the United States or of any applicable other jurisdictions thereon to Triton, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Triton, its successors, assigns or other legal representatives.

Section 2. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below.

"Intellectual Property" all means any and all of the following in any jurisdiction throughout the world owned by Ando: (a) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents and industrial designs (including, without limitation, utility model rights, design rights and industrial property rights), patent and industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith, including, without limitation, the patent registrations and applications set forth on Schedule A hereto; (b) all trademarks, service marks,

designs, trade dress, logos, slogans, trade names, business names, corporate names, Internet domain names, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, including, without limitation, the trademark registrations and applications set forth on Schedule B and the domain name registrations set forth on Schedule C hereto, but not including goodwill (except for the goodwill symbolized by the trademarks); (c) all works of authorship (whether or not copyrightable), copyrights, and all applications, registrations, and renewals in connection therewith; (d) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, formulae, data, algorithms, compositions, architectures, layouts, designs, drawings, plans, specifications, methodologies, ideas, research and development, and confidential information (including, without limitation, technical data, supplier lists (but not including customer lists), pricing and cost information, and business and marketing plans and proposals); (e) all software (including, without limitation, source code, executable code, systems, networks tools, data, databases, firmware, and related documentation); (f) all other proprietary and intellectual property rights; and (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

Section 3. Miscellaneous.

DISCLAIMER. ALL INTELLECTUAL PROPERTY, INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED BY ANDO PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANDO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER. ANDO FURTHER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, FREEDOM FROM PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THEFT OF TRADE SECRETS, AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY OF THE FOREGOING.

EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL ANDO BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR SAVINGS INCURRED BY ANY PERSON), EVEN IF ANDO HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SAME.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE COURT SITTING IN THE STATE OF DELAWARE OR UNITED STATES FEDERAL COURT SITTING IN WILMINGTON, DELAWARE, OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF AND BY DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, ALL OF WHICH, WHEN SO

20098565-1

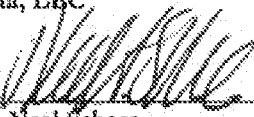
EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. ANY SIGNATURE DELIVERED BY A PARTY BY FACSIMILE OR ELECTRONIC TRANSMISSION (INCLUDING EMAIL TRANSMISSION OF A PDF IMAGE) SHALL BE DEEMED TO BE AN ORIGINAL SIGNATURE HERETO.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.


ANDO:

Ando Media, LLC

By:   
Name: Neal Schore  
Its: Chief Executive Officer

TRITON:

Triton Digital, Inc.

By:   
Name: Neal Schore  
Its: President and Chief Executive Officer

**Schedule A**

Registered patents:




<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>REFERENCE NUMBER</b>
LIVE MEDIA SERVING SYSTEM AND METHOD	Ando Media, LLC	USA	US 8,412,840

Pending patent applications:

<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>REFERENCE NUMBER.</b>
REAL-TIME MEDIA STREAM INSERTION METHOD AND APPARATUS	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/334,712
		Canada	Canadian patent application S.N.: 2,821,790
		Europe	European Patent application No. 11851415.7
BROADCAST MEDIA STREAMING WITH CUSTOMIZED PLAYLIST INSERTION METHOD AND SYSTEM	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/349,757
		Canada	Patent application in Canada No. 2,823,826
		Europe	European Patent Application No. 12734474.5
SYSTEM AND METHOD FOR CUSTOMIZING AUDIO ADVERTISEMENTS	Ando Media, LLC	WIPO	International patent application no. PCT/CA2014/050010

**Schedule B**

Registered trademarks in the United States:

TRADEMARK	OWNER	REGISTRATION NUMBER
	Ando Media, LLC	4,528,837
A2X <sup>®</sup>	Ando Media, LLC	4,493,480
AD INJECTOR	Ando Media, LLC	3,060,192
AD WIRE <sup>®</sup>	Ando Media, LLC	3,629,781
AUTOPOD <sup>®</sup>	Ando Media, LLC	3,521,357
FLIGHT-PLAN <sup>®</sup>	Ando Media, LLC	3,757,380
PODFUSE <sup>®</sup>	Ando Media, LLC	3,488,256
TARGETED AD INJECTOR <sup>®</sup>	Ando Media, LLC	3,750,648
WEBCAST METRICS <sup>®</sup>	Ando Media, LLC	3,061,368 4,253,019
	Ando Media, LLC	3,977,634
	Ando Media, LLC	3,977,636
Liquid Compass	Ando Media, LLC	3,977,637



**Schedule C**

Registered internet domain names:

<b>DOMAIN NAME</b>	<b>TLD</b>	<b>EXPIRATION DATE</b>	<b>OWNER</b>
ADINJECTOR.COM	.com	09/01/2015	Ando Media, LLC
ADINJECTOR.NET	.net	09/10/2015	Ando Media, LLC (d/b/a Triton Digital)
ANDOCLOUD.COM	.com	08/25/2015	Ando Media, LLC
ANDOHS.COM	.com	01/02/2016	Ando Media, LLC
ANDOHS.NET	.net	01/02/2016	Ando Media, LLC
ANDOLAB.COM	.com	06/21/2015	Ando Media, LLC
ANDOMATIC.COM	.com	02/21/2015	Ando Media, LLC
ANDOMEDIA.NET	.net	12/17/2015	Ando Media, LLC
FLIGHT-PLAN.COM	.com	03/02/2016	Ando Media, LLC
GETMEASURED.ORG	.org	11/13/2015	Ando Media, LLC
TRUTHINTARGETING.COM	.com	08/07/2015	Ando Media, LLC