

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418135

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Flyby Media, Inc.   |  | 01/18/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Apple Inc.   |                       |                       |
| <b>Street Address:</b>  | 1 Infinite Loop                                    |                       |                       |
| <b>City:</b>  | Cupertino  |                       |                       |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                       |
| <b>Postal Code:</b>   | 95014  |                       |                       |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4206794  | OGMENTO               |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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>Email:</b>   | trademarkdocket@apple.com                          |                       |                       |
| <b>Correspondent Name:</b>  | Kimberly Eckhart                                   |                       |                       |
| <b>Address Line 1:</b>  | 1 Infinite Loop                                    |                       |                       |
| <b>Address Line 2:</b>  | MS: 169-3IPL                                       |                       |                       |
| <b>Address Line 4:</b>  | Cupertino, CALIFORNIA 95014                        |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Kimberly Eckhart                                   |                       |                       |
| <b>SIGNATURE:</b>   | /Kimberly Eckhart/                                 |                       |                       |
| <b>DATE SIGNED:</b>   | 03/02/2017   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Flyby Media - Trademark Assignment Agreement#page1.tif   |  |                       |                       |
| source=Flyby Media - Trademark Assignment Agreement#page2.tif   |  |                       |                       |
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of January 18, 2016 (this “**Assignment**”), is entered into by and between Apple Inc., a California corporation (“**Assignee**”), and Flyby Media, Inc., a Delaware corporation (“**Assignor**”).

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of January 18, 2016 (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets (as defined in the Asset Purchase Agreement).

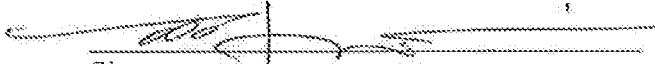
**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee (as purchaser of a portion of the business of Assignor to which the Assigned Trademarks (as defined herein) pertain) desires to accept, all right, title and interest in, to and under the trademarks and/or service marks, and applications and/or registrations for such marks, listed on **Schedule A** attached hereto (the “**Assigned Trademarks**”), together with the goodwill of the business symbolized by the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, for itself and its successors and assigns, all right, title, and interest in and to the following, to have and to hold the same for the full term or terms of the following: (a) the Assigned Trademarks together with the goodwill of the business symbolized by the Assigned Trademarks and the portion of the business of Assignor to which the Assigned Trademarks pertain; (b) all registrations for the Assigned Trademarks (and the right to apply for any of the foregoing); and (c) all rights to causes of action and remedies related thereto, including without limitation the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.
2. Further Assurances. Assignor agrees, at the request of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Assigned Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly signed on its behalf.

For Assignor by:

  
\_\_\_\_\_  
Signature

*Cole Van Nice*  
\_\_\_\_\_  
Name

*1/16/16*  
\_\_\_\_\_  
Date

Notary Seal:

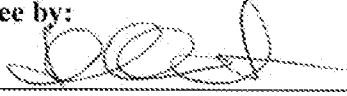


CHRISTOPHER J. THOMPSON  
Notary Public, State of New York  
No. 01TH6324420  
Qualified in New York County  
Commission Expires May 4, 2019

[Signature page to Trademark Assignment Agreement]

Acknowledged and agreed to by Assignee.

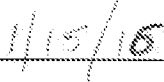
For Assignee by:



\_\_\_\_\_  
Signature

Luca Maestri

\_\_\_\_\_  
Name



\_\_\_\_\_  
Date

[Signature page to Trademark Assignment Agreement]

**Schedule A**

**Assigned Trademarks**

| <b>Trademark</b> | <b>Registration Number</b> | <b>Jurisdiction</b> |
|------------------|----------------------------|---------------------|
| OGMENTO          | 4206794                    | U.S.                |
| OGMENTO          | 10078954                   | European Community  |

[Schedule A to Trademark Assignment Agreement]