

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oracle International Corporation		06/20/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ECO Digital, LLC		
Street Address:	227 West 77th Street, Apartment 9J		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5530403	DIVA	
Registration Number:	2864097	DIVARCHIVE	
Registration Number:	3626187	DIVADIRECTOR	
Registration Number:	3865206	DIVANET	
Registration Number:	4296957	DIVAPUBLISH	
Registration Number:	3756775	SAMMA	
Registration Number:	3865185	DIVAPROTECT	
Registration Number:	4173744	DIVASOLUTIONS	
Serial Number:	87259114	DIVA	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	045545.001		

OP \$240.00 5530403

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/27/2019
Total Attachments: 8 source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page1.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page2.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page3.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page4.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page5.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page6.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page7.tif source=IP Transfer Agreement - Oracle International Corporation to ECO Digital, LLC#page8.tif	

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this “Agreement”), dated as of June 20, 2019 (the “Agreement Date”), is entered into between Oracle International Corporation, a California corporation (“Assignor”) and ECO Digital, LLC, a Delaware limited liability company (“Assignee”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Oracle America, Inc., an Affiliate of Assignor, (“Seller”), Assignee and the other parties listed therein, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller agreed to, among other things, sell, assign, transfer, convey, and deliver to Assignee all right, title, and interest in, to, and under all Intellectual Property (as defined below) that is Related to the Business (as defined below) that is owned by Seller and Assignor, including the Intellectual Property specified on Schedule A hereto (collectively, the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement:
 - a. “Business” means the Front Porch Digital business of providing content management software and solutions that bridges the gap between the proprietary applications in media and entertainment organizations’ process and data archives.
 - b. “Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and renewals thereof and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations and renewals thereof, and works of authorship, whether or not copyrightable; (iii) trade secrets and confidential know-how; (iv) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, and renewals thereof) and patent applications; (v) websites and internet domain name registrations; and (vi) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.
 - c. “Related to the Business” means used or held for use exclusively in, or

otherwise exclusively relating to the operation or conduct of, the Business.

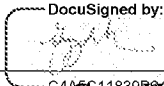
2. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby purchases from Assignor, all right, title, and interest in, to, and under the Assigned IP.
3. Following the Agreement Date, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
6. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED PURSUANT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS OF THE STATE OF CALIFORNIA LOCATED IN THE COUNTY OF SAN FRANCISCO OR SANTA CLARA, CALIFORNIA. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH CLAIM SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
7. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ORACLE INTERNATIONAL CORPORATION

By:  _____
Name: Greg Hilbrich
Title: Director

DocuSigned by:
C4A5C11839B04DF
PROCESSED

ASSIGNEE:

ECO DIGITAL, LLC,
a Delaware limited liability company

By: Eco Digital Holdings, LLC, its Sole-Member

By: Ten Oaks Management, LLC, its Manager

By: Mike Hahn

Print: Michael Hahn

Its: Principal

Schedule A

Intellectual Property

1. Trademarks

A. US Registrations for:

- i. DIVA, Reg. No. 5530403 (Intl. Class 9)
- ii. DIVARCHIVE, Reg. No. 2864097
- iii. DIVADIRECTOR, Reg. No. 3626187
- iv. DIVANET, Reg. No. 3865206
- v. DIVAPUBLISH, Reg. No. 4296957
- vi. SAMMA, Reg. No. 3756775
- vii. DIVAPROTECT, Reg. No. 3865185
- viii. DIVASOLUTIONS, Reg. No. 4173744

B. German registration for DIVA, Reg. No. 30300717

C. EU registrations for DIVARCHIVE and FRONT PORCH DIGITAL, Reg. Nos. 007259005 and 008123028

D. International Registrations via Madrid Treaty, designating EU, for:

- i. DIVADIRECTOR, Reg. No. 995380
- ii. DIVANET, Reg. 1008981
- iii. DIVAPUBLISH, Reg. No. 1079831
- iv. SAMMA, Reg. No. 1008742
- v. DIVAPROTECT, Reg. No. 1009514
- vi. DIVASOLUTIONS, Reg. No. 1079803
- vii. DIVAGRID, Reg. No. 1008745
- viii. DIVAWORKS, Reg. No. 1008675
- ix. DIVANALYZE, Reg. No. 1008744

x. DIVASOLO, Reg. No. 1009515

E. U.S. Application for DIVA, Serial No. 87259114 (Intl. Class 42)

2. Patents

<u>Title</u>	<u>Jurisdiction</u>	<u>App / Patent Number</u>	<u>Status</u>
TIME-BASED VIDEO METADATA SYSTEM MEDIA PLATFORM	US	13/283,100	Pending
INTEGRATION SYSTEM MEDIA PLATFORM	US	13/312,566	Pending
INTEGRATION SYSTEM MEDIA PLATFORM	CA	2,819,249	Issued
INTEGRATION SYSTEM METHOD AND SYSTEM FOR AUTOMATED MIGRATION OF MEDIA ARCHIVES	EP	11846718.2	Pending
METHOD AND SYSTEM FOR AUTOMATED MIGRATION OF MEDIA ARCHIVES	US	7,853,766	Issued
METHOD AND SYSTEM FOR AUTOMATED MIGRATION OF MEDIA ARCHIVES	EP	05761850.6	Issued

3. Domain Names

A. FPDIGITAL.COM

B. DIVAFRAME.COM

C. divapublish.com

D. fpd-lynx.com

E. fpdigital.tv

F. frontporchdigital.com

G. lynxdr.co.uk

H. lynxdr.com

I. pdlife.info

J. openaxf.com

K. openaxf.org

L. openaxf.info

M. openaxf.net

N. openaxf.tv

O. axf-info.net