

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
TapMe, Inc.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MediaMath, Inc.
Street Address:	1440 Broadway
Internal Address:	21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	4015715	ICOMPLISHMENTS
Registration Number:	4015716	ICOMPLISHMENTS
Registration Number:	4088536	TAP ME
Serial Number:	85478220	TAP.ME

CORRESPONDENCE DATA	
Fax Number:	6179372400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6179372418
Email:	aanderson@cooley.com
Correspondent Name:	Anna Anderson c/o Cooley LLP
Address Line 1:	1299 Pennsylvania Ave., NW
Address Line 2:	Suite 700
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	316101-20000	TRADEMARK
--------------------------------	--------------	------------------

CH \$115.00 4015715

NAME OF SUBMITTER:	Anna Anderson
Signature:	/Anna Anderson/
Date:	02/13/2013
Total Attachments: 5 source=TapMe to MediaMath Assignment#page1.tif source=TapMe to MediaMath Assignment#page2.tif source=TapMe to MediaMath Assignment#page3.tif source=TapMe to MediaMath Assignment#page4.tif source=TapMe to MediaMath Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into this 30th day of November, 2012 (the “**Effective Date**”) by and between TapMe, Inc., a Delaware corporation (“**Assignor**”) and MediaMath, Inc., a Delaware corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “**APA**”), pursuant to which Assignor has agreed to assign to Assignee the intellectual property listed in Exhibits A and B hereto and all intellectual property rights related thereto (collectively, the “**Assigned IP**”); and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, by the parties agree as follows:

1. **Patents.** As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, all worldwide right, title, and interest in and to the patents and patent applications listed on Exhibit A (collectively, the “**Assigned Patents**”) as well as the invention(s) described in the Assigned Patents. The Assigned Patents include all provisionals, renewals, counterparts, continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions thereof, and all current, future, or abandoned patents and patent applications claiming priority from, derived from, or related to any of the foregoing in any jurisdiction in any country.

2. **Trademarks.** As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, and Assignee hereby accepts and assumes, all worldwide right, title, and interest in and to the registered and unregistered trademarks and service marks listed on Exhibit B (collectively, the “**Assigned Marks**”) as well as all goodwill associated with the Assigned Marks together with that portion of the ongoing and existing business in connection with which Assignor has a bona fide intent to use the Assigned Marks. Assignee hereby acquires all rights and priorities of Assignor in connection with each Assigned Mark.

3. **Further Assurances.** Upon each request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at Assignee’s sole expense as Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Assigned IP, in Assignee’s name and for its benefit. If Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this section with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Assigned IP assigned hereunder. Assignor hereby acknowledges that Assignor retains no right to use the Assigned IP and agrees not to challenge, or assist any other person to challenge, the validity of Assignee’s ownership of the Assigned IP.

4. Future Rights. Assignor assigns, and Assignee accepts and assumes, all income, royalties, damages and payments now or hereafter due or payable relating to the Assigned IP to Assignee. Assignor assigns, and Assignee accepts and assumes, all rights to assert any cause of action for infringement of the Assigned IP, together with the right sue for and collect the same to Assignee.

5. General.

a. All notices, consents and approvals under this Agreement must be given in accordance with Section 6.3 of the APA.

b. This Agreement and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the laws of the State of New York, except for such laws or applicable principles of conflicts of laws that would result in the application of the laws of a State other than New York.

c. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.

d. Failure by either Party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

e. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

f. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties or is intended or shall be construed to create any third party beneficiaries. Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

g. This Agreement and the APA sets forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

TAPME, INC.

By: 

Title: CEO

Date: November 30, 2012

Phone: 312 465 2500

Fax: _____

ASSIGNEE:

MEDIAMATH, INC.

By: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:
TAPME, INC.

ASSIGNEE:
MEDIAMATH, INC.

By: _____

By: _____

Title: _____

Title: JOE ZAMBORETTI

Date: _____

Date: 11/30/12

Phone: _____

Phone: 646 340 4201

Fax: _____

Fax: 766-307-0238

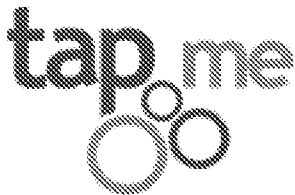
EXHIBIT B
ASSIGNED MARKS

Registered Marks

Trademark	Country	Application No./ Registration No.	Filing Date/ Reg. Date
ICOMPLISHMENTS	United States	Registration No. 4,015,715	Registration Date: August 23, 2011
ICOMPLISHMENTS	United States	Registration No. 4,015,716	Registration Date: August 23, 2011
TAP.ME	United States	Application No. 85/478,220	Filing Date: November 21, 2011
TAP ME	United States	Registration No. 4,088,536	Registration Date: January 17, 2012

Unregistered Marks

- TAP ME & Circles Design (*shown below*)



- BRANDED ENHANCEMENTS