900248086 02/27/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LG Electronics, Inc.		102/27/2013 1	CORPORATION: KOREA, REPUBLIC OF

RECEIVING PARTY DATA

Name:	Triveni Digital, Inc.	
Street Address:	40 Washington Road	
City:	Princeton Junction	
State/Country:	NEW JERSEY	
Postal Code:	08650	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2424028	SKYSCRAPER
Registration Number:	2525650	STREAMSCOPE

CORRESPONDENCE DATA

Fax Number: 8009144240

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

via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Brian Wagner

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Brian Wagner
Signature:	/daniel cote thomsonreuters/
Date:	02/27/2013

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Total Attachments: 6 source=37130279 1#page1.tif source=37130279 1#page2.tif source=37130279 1#page3.tif source=37130279 1#page4.tif source=37130279 1#page5.tif source=37130279 1#page6.tif

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Form **PTO-1594** (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? X No LG Electronics, Inc. Name: Triveni Digital, Inc. Internal ☐ Individual(s) Association Address: General Partnership Limited Partnership Street Address: 40 Washington Road Corporation- State: City: Princeton Junction X Other Corporation of the Republic of Korea State: New Yersey Citizenship (see guidelines)Republic of Korea Country: USA Zip:<u>08650</u> Additional names of conveying parties attached? 🦳 Yes 💢 No Association Citizenship _____ General Partnership Citizenship 3. Nature of conveyance)/Execution Date(s): Limited Partnership Citizenship Execution Date(s)February 27, 2013 X Corporation Citizenship Delaware Merger Other Citizenship If assignee is not domiciled in the United States, a domestic Security Agreement Change of Name representative designation is attached: Yes Other_ (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) 2424028, 2525650 Additional sheet(s) attached? ☐ Yes 🔀 No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): SKYSCRAPER, STREAMSCOPE 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: 2 registrations involved: Name: BRIAN WAGNER 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Internal Address: Authorized to be charged to deposit account Street Address: 4400 EASTON COMMONS WAY, SUITE 125 ☐ Enclosed 8. Payment Information: City:COLUMBUS Zip:43219 State: OHIO Phone Number: 614-280-3294 Deposit Account Number _ Fax Number: 800-914-4240 Authorized User Name Email Address: BRIAN WAGNER@WOLTERSKLUWER.COM 9. Signature: Signature Total number of pages including cover sheet, attachments, and document: Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into as of February 27, 2013 (the "Effective Date") by and between LG Electronics, Inc., a corporation organized under the laws of the Republic of Korea ("LGE") and Triveni Digital, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, pursuant to that certain Share Purchase Agreement (the "Purchase Agreement") dated as of February 27, 2013 by and between LGE and non-party Triveni Holdings LLC, a Delaware limited liability company ("Buyer"), Buyer has agreed to purchase from LGE, and LGE has agreed to sell to Buyer, all common stock of the Company owned by LGE; and

WHEREAS, in connection with the change of control of the Company that will result from the transactions contemplated by the Purchase Agreement, the Parties wish to implement new arrangements with respect to certain intellectual property that is relevant to both of their respective businesses, which arrangements include LGE's agreement to assign and transfer to the Company LGE's rights in and to the marks listed on Schedule A attached hereto (the "Marks").

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LGE and the Company hereby agree as follows:

- 1. LGE hereby transfers, conveys and assigns unto the Company all of LGE's right, title and interest in and to the Marks throughout the world, together with the goodwill of the Company's business symbolized by the Marks, and all registrations and applications for registration of the Marks, including those identified on the attached Schedule A.
- 2. (a) EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, LGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE MARKS INCLUDING THEIR SCOPE, VALIDITY, ENFORCEABILITY OR SUITABILITY FOR ANY PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIGE, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE TO THE COMPANY OR BUYER, THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSEES, CUSTOMERS, SUPPLIERS OR ANY THIRD PERSON UNDER OR RELATED TO THE MARKS OR THIS ASSIGNMENT FOR ANY LOST OR IMPUTED PROFITS, ROYALTIES OR LOSS OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY AND CONTRIBUTION, EVEN IF THE APPLICABLE PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1

- 3. (a) This Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
- (b) If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (c) At the Company's reasonable request following the date of this Assignment, LGE shall, at the Company's expense, execute and deliver any documents required for recordation of the assignment of the Marks consistent with the terms hereof.
- (d) This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York.
- (e) This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment 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 Assignment.

[SIGNATURE PAGE FOLLOWS]

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

LGE:

LG ELECTRONICS, INC.

By:
Name: Sko H Alun
Title: C T O

The Company:
TRIVENI DIGITAL, INC.

By:
Name:
Title:
Title:

TRADEMARK REEL: 004971 FRAME: 0518 IN WITNESS WHEREOF, the Parties have caused this Assignment of Trademarks to be executed as of the date first written above by their respective officers thereunto duly authorized.

LGE:

LG BLECTRONICS, INC.

By: Name:

Title:

The Company:

TRIVENI DIGITAL, INC.

By: Name: Title:

3

Schodule A

Marks

MARK U.S. Registration No. SKYSCRAPER 2424028

STREAMSCOPE 2525650

TRADEMARK REEL: 004971 FRAME: 0520

RECORDED: 02/27/2013