

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/01/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Poptent, Inc.		02/25/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Videonomics, LLC		
Street Address:	2753 Camino Capistrano		
Internal Address:	Suite A-100		
City:	San Clemente		
State/Country:	CALIFORNIA		
Postal Code:	92672		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85491265	VIDEONOMICS
CORRESPONDENCE DATA			
Fax Number:	2159814750		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215.981.4865		
Email:	guagliaj@pepperlaw.com		
Correspondent Name:	Joseph C. Guagliardo c/o Pepper Hamilton		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	138779.0003		
NAME OF SUBMITTER:	Joseph C. Guagliardo		

OP \$40.00 85491265

Signature:	/jcg/
Date:	03/13/2013
Total Attachments: 2 source=VIDEONOMICS AssignmentNuncPro Tunc#page1.tif source=VIDEONOMICS AssignmentNuncPro Tunc#page2.tif	

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment Agreement ("Assignment") is by and between Poptent, Inc., a Delaware corporation with a place of business at 555 East North Lane, Suite 100, Conshohocken, Pennsylvania 19428 ("Assignor") and Videonomics, LLC, a California limited liability company, with a place of business at 2753 Camino Capistrano, Suite A-100, San Clemente, California 92672 ("Assignee").

WHEREAS, Assignor is the owner of the mark VIDEONOMICS ("Mark") and the corresponding U.S. Trademark Application 85/491,265 (hereinafter the "Application");

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor as of November 1, 2012 and successor in interest to Assignor's entire right, title and interest in the assets of the Videonomics Division to which the Mark and Application pertain, including all goodwill;

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Mark and Application to Assignee as of November 1, 2012; and

WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest in and to the Mark and Application as of November 1, 2012.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, *nunc pro tunc*, as of November 1, 2012, unto Assignee, all of Assignor's right, title, and interest in and to the Mark and Application, together with all goodwill, and the right to sue third parties for and recover damages from past and future infringement of the Mark.

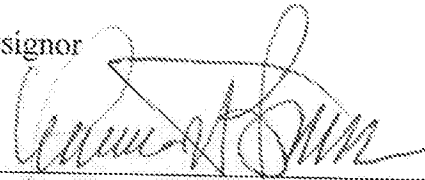
All covenants and obligations herein shall be binding on and inure to the benefit of the Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Application to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

**Poptent, Inc.**

Assignor

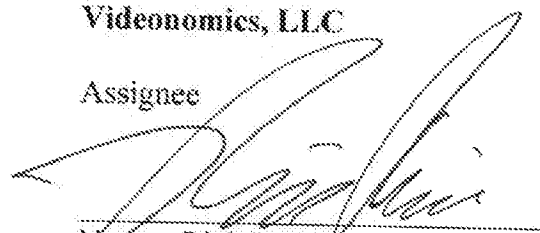


Name: Richard H. Bruck  
Title: Secretary

Date: February 25, 2013

**Videonomics, LLC**

Assignee



Name: Rick Parkhill  
Title: Chief Executive Officer

Date: February 25, 2013