

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
Duma Video, Inc.		08/17/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Broadcast Microwave Services, Inc.		
Street Address:	12367 Crosthwaite Circle		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2789713	DUMA VIDEO	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026725300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109		
ATTORNEY DOCKET NUMBER:	047589-0507		
NAME OF SUBMITTER:	Norm J. Rich		
Signature:	/Norm J. Rich/		

Date:

06/17/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** ("Agreement") is made and entered into effective as of August 17, 2012 (the "Effective Date"), by and among Duma Video, Inc., a Washington corporation with a principal place of business at 5131 NE 94th Avenue, Suite 202, Vancouver, Washington 98662 ("Seller") and Broadcast Microwave Services, Inc., a California corporation with a principal place of business at 12367 Crosthwaite Circle Poway, California 92064 ("Buyer").

WHEREAS, Buyer and Seller are, this same day, entering into an Asset Purchase Agreement ("Purchase Agreement") pursuant to which Buyer is purchasing certain of the assets of Seller, which Purchase Agreement provides for Seller to enter into this Agreement for the benefit of Buyer and as an inducement for Buyer to enter into the Purchaser Agreement with Seller;

WHEREAS, the agreement by Seller to enter into this Agreement is a condition of the Closing, as defined in the Purchase Agreement;

WHEREAS, Seller desires to sell, assign, grant, convey, and transfer all tangible and intangible Intellectual Property Assets (as defined in the Purchase Agreement), software and related information and data of Seller to Buyer, and Buyer desires to buy and acquire all such Intellectual Property Assets, software and related information and data, all in accordance with the terms and conditions of this Agreement (the "Assigned IP"); and

NOW, THEREFORE, in consideration for the promises and considerations set forth in this Agreement, the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

1. Conveyance of Rights to Assigned IP. Pursuant to the Purchase Agreement, Seller hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Buyer all of the rights, titles, and interests of Seller in and to the Assigned IP, including, without limitation, the following corporeal and incorporeal things arising from, related to or incident to the Assigned IP:

a. All rights, title and interest in and to and possession of the object code, source code and any programming code constituting the Assigned IP and any of its component parts;

b. All rights, title and interest in and to and possession of all data pertaining to any user of the Assigned IP, including, without limitation, any and all: (i) user identification information, (ii) user scores, (iii) data relating to items, and (iv) data relating to intervals associated with the selection of individual items of the assessment contained in the Assigned IP and any and all related data;

c. All rights, title and interest in and to and possession of all media on which the Assigned IP is stored;

d. All rights, title and interest in and to and possession of all documentation, system configurations, error reports, commented source code and any related correspondence or memoranda that arise from or are otherwise related to the Assigned IP or its component parts;

e. All copyright interests arising from or otherwise pertaining to the Assigned IP, together with all other copyright interests accruing by reason of international copyright conventions or the laws of any foreign jurisdiction;

f. All rights, title and interest in and to the concepts, designs, methods, algorithms, inventions, discoveries, improvements, trade secrets, trademarks, know-how, confidential information, and all other intellectual property arising from, related to or otherwise pertaining to the Assigned IP; and

g. All of the rights, title, interest, and benefit of Seller in, to, and under all agreements, contracts, licenses, and leases, if any, entered into by Seller, or having Seller as a beneficiary, pertaining to the Assigned IP, including (without limitation) the rights of Seller as licensee and remarketer of any third-party and open source software components (the "Third Party Software Components") contained in the Assigned IP.

2. Further Assurances. Seller shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned IP to Buyer. Seller therefore, to the extent reasonably requested by Buyer and at the sole cost and expense of Seller, agrees:

a. to execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned IP including but not limited to Exhibit A to this Agreement (Trademark Assignment) and Exhibit B to this Agreement (Patent Assignment);

b. to provide testimony in connection with any proceeding affecting the right, title, or interest of Buyer in the Assigned IP; and

c. to perform any other acts deemed necessary to carry out the intent of this Assignment Agreement.

3. Acknowledgement of Rights. In furtherance of this Agreement, Seller hereby acknowledges that, from and after the Effective Date of this Agreement, Buyer has acceded to all rights, titles, and standings of Seller to:

a. institute and prosecute all suits and proceedings and take all actions that Buyer, in its respective sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assigned IP, including any claim to damages based on infringement of any Assigned IP accruing prior to the execution of this Assignment Agreement; and

b. defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform

all other such acts in relation thereto as Buyer, in its respective sole discretion, deems advisable.

4. **Payment.** The consideration under the terms of the Purchase Agreement shall serve as the consideration for the sale, assignment, grant, conveyance and transfer of the Assigned IP from Seller to Buyer under this Agreement.

5. **Successors and Assigns.** Seller may not assign or delegate its rights or obligations under this Agreement without the prior written consent of Buyer. Buyer may assign this Agreement and any of its respective rights and obligations hereunder without the prior written consent of Seller. Subject to the foregoing, this Agreement will be for the benefit of the successors and assigns of Buyer, and will be binding on Seller and any assignees of them as may be permitted by Buyer.

6. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

7. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of California.

8. **Entire Agreement.** This Agreement and the Purchase Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

9. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable: (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision; and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

10. **Modification and Waiver.** No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by the party waiving or consenting to the breach. The waiver by either party of, or consent by either party to, a breach of any provision of this Agreement shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach. This Agreement may be amended or modified only in writing by mutual agreement of authorized representatives of the parties.

11. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read

and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against either party by reason of the drafting or preparation hereof.

12. Headings for Reference Only. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Assignment Agreement.

13. Third Party Rights. Nothing contained in this Agreement, whether express or implied, is intended to confer any rights or remedies upon any persons other than the Parties hereto and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third person to either party of this Agreement nor shall any provision hereof give any third person any right of subrogation or action over either party.

13. Injunctive Relief for Breach. Seller agrees that its obligations under this Agreement are of a unique character that gives them particular value; the breach by Seller of any of such obligations will result in irreparable and continuing damage to Buyer for which there will be no adequate remedy at law; and, in the event of such breach, Buyer will be entitled to injunctive relief and/or a decree for specific performance, provided that such relief shall not be the exclusive form of relief for Buyer.

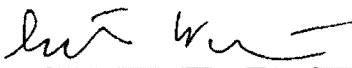
14. Counterparts. This Agreement may be executed in counterparts, each of which may be signed and transmitted by facsimile with the same validity as if it were an ink-signed document.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) shown below.

Attest (Seal):

DUMA VIDEO, INC.

By: 
Name: Sultan Weatherspoon
Title: President

Attest (Seal):

BROADCAST MICROWAVE SERVICES, INC.

By: _____
Name: Graham Bunney
Title: President

[Intellectual Property Assignment]

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DUMA VIDEO, INC.


By: _____

Name: Sultan Weatherspoon

Title: President

Attest (Seal):

BROADCAST MICROWAVE SERVICES, INC.

By:  _____

Name: Graham Bunney

Title: President

[Intellectual Property Assignment]

EXHIBIT A
TRADEMARK ASSIGNMENT

[Intellectual Property Assignment]

TRADEMARK ASSIGNMENT

WHEREAS, **DUMA VIDEO, INC.**, having an address at 5131 NE 94th Avenue, Suite 202, Vancouver, Washington 98662, (hereinafter "Assignor"), is the owner of all right, title and interest in and to the following trademarks and United States and United Kingdom applications and registrations therefor:


<u>Mark</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Reg./App. Date</u>
DUMA VIDEO	United States	Reg. No. 2789713	December 2, 2003
CTHRUTV	United States	App. No. 77/879,783	November 24, 2009
EVE	United Kingdom	Reg. No. 2493836	January 30, 2009
CTHRUTV	United Kingdom	Reg. No. 2543955	April 8, 2010

WHEREAS, **BROADCAST MICROWAVE SERVICES, INC.**, having an address at 12367 Crosthwaite Circle Poway, California 92064 (hereinafter "Assignee"), is desirous of acquiring said marks and the United States and United Kingdom registrations and applications thereof, and all corresponding goodwill thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns unto Assignee, and Assignee hereby accepts, all United States and United Kingdom right, title and interest in and to the said trademarks and the registrations and applications therefor, together with that part of the goodwill of the business connected with and symbolized by the said trademarks, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said trademarks or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name.

DUMA VIDEO, INC.,
as Assignor

BROADCAST MICROWAVE SERVICES, INC.,
as Assignee

By: 
[Signature]

By: _____
[Signature]

Name: Sultan Weatherspoon

Name: Graham Bunney

Title: President

Title: President

Date: August 17, 2012

Date: August __, 2012

TRADEMARK ASSIGNMENT

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns unto Assignee, and Assignee hereby accepts, all United States and United Kingdom right, title and interest in and to the said trademarks and the registrations and applications therefor, together with that part of the goodwill of the business connected with and symbolized by the said trademarks, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said trademarks or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name.

DUMA VIDEO, INC.,
as Assignor

BROADCAST MICROWAVE SERVICES, INC.,
as Assignee

By: _____
[Signature]

By: G Bunnay
[Signature]

Name: Sultan Weatherspoon

Name: Graham Bunnay

Title: President

Title: President

Date: August __, 2012

Date: August 17, 2012

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