

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
Broadsign International, Inc.		04/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Broadsign International, LLC		
Street Address:	440 Rene-Levesque Blvd.		
Internal Address:	15th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2Z 1V7		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3343851	BROADSIGN	
Registration Number:	3835620	DELIVERING THE NEW PRIMETIME	
Serial Number:	85857299	BROADSIGN XPRESS	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-883-4906		
Email:	anemiroff@cozen.com		
Correspondent Name:	Andrew Nemiroff/Cozen O'Connor		
Address Line 1:	277 Park Avenue		
Address Line 4:	New York, NEW YORK 10172		
ATTORNEY DOCKET NUMBER:	323774		
DOMESTIC REPRESENTATIVE			

900259595

TRADEMARK
 REEL: 005061 FRAME: 0837

OP \$90.00 3343851

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Andrew Nemiroff

Signature:

/Andrew Nemiroff/

Date:

07/02/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, pursuant to an Asset Purchase Agreement dated as of March 4, 2012 (the "Purchase Agreement") among BROADSIGN INTERNATIONAL, INC., a Delaware corporation (now known as PHOENIX - 453 HOLDINGS LTD.) ("Assignor"), BROADSIGN CANADA, INC. a Canadian corporation ("Canadian Seller"), and BROADSIGN U.S.A., LLC, a Delaware limited liability company ("US Seller"); and JEDFAM GROUP LLC, a Delaware limited liability company ("JedFam"), JedFam agreed to acquire the Acquired Assets (as such term is defined in the Purchase Agreement) from Assignor, US Seller and Canadian Seller.

WHEREAS, the Acquired Assets included, among other assets, the following (hereinafter, "Trademarks"):

- 1) All unregistered trademarks, service marks, trade names and corporate names of Assignor and US Seller, together with the goodwill of the business(es) associated therewith; and
- 2) The trademarks and applications for registration listed on Schedule A annexed hereto, together with the goodwill of the business associated with those marks.

WHEREAS, pursuant to an Assignment of Contract dated as of May 30, 2012 (the "Assignment") among JedFam, BROADSIGN INTERNATIONAL, LLC, a Delaware limited liability company ("Assignee") and BROADSIGN CANADA COMPANY, a Nova Scotia unlimited company, JedFam assigned to Assignee all of its rights, title and interest in and to the Purchase Agreement with respect to the acquisition of assets and assumption of liabilities from Assignor and US Seller, which rights, title and interest included the right to acquire from Assignor the Trademarks.

WHEREAS, prior to the consummation of transactions contemplated by the Purchase Agreement, Assignor and/or US Seller were the owner(s) of and had adopted, used, was/were using and/or had applied for the Trademarks, and the applications for registration therefore had been filed with the United States Patent and Trademark Office or applicable foreign government office or agency and/or registrations had been issued by the United States Patent and Trademark Office or applicable foreign government office or agency.

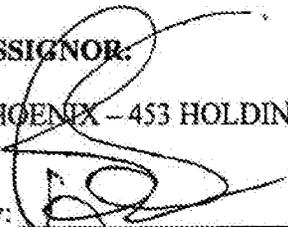
WHEREAS, for confirmatory purposes, the parties hereto desire to evidence Assignor and US Seller's assignment, transfer and conveyance to Assignee of the Trademarks, all with an effective date of May 30, 2012 (the "Effective Date").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date Assignor and US Seller, collectively and individually, sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Trademarks throughout the world, together with the goodwill of the business symbolized by the Trademarks and the portion of the business to which the Trademarks pertain, and any and all applications and/or registrations therefor including, but not limited to, the United States and foreign applications and registrations, together with all causes of action for previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds relating to those infringements.

IN WITNESS WHEREOF, this document has been executed by duly authorized representatives of the parties, as of the dates written below.

ASSIGNOR:

PHOENIX - 453 HOLDINGS LTD.

By: 

Name: Burr Smith
Title: President

ASSIGNEE:

BROADSIGN INTERNATIONAL, LLC

By: 

Name: Burr Smith
Title: Manager

Date: April 11, 2013

SCHEDULE A

Country	Mark	Application No./ Registration No.	Filing Date/ Registration Date
Canada	BROADSIGN	TMA697117	September 21, 2007
European Community	BROADSIGN	4760534	January 12, 2010
United States	BROADSIGN	3,343,851	November 27, 2007
United States	DELIVERING THE NEW PRIMETIME	77455432 / 3,835,620	April 23, 2008 / August 17, 2010

TRADE-MARK ASSIGNMENT

WHEREAS BROADSIGN INTERNATIONAL, INC., a Delaware corporation (now known as PHOENIX - 453 HOLDINGS LTD.) (hereinafter the "Assignor") is the owner of the following trade-marks applications:

Trade-mark	Jurisdiction	Application No.	Registration No.
BROADSIGN XPRESS	Canada	1,614,851	N/A
BROADSIGN XPRESS	European Union (CTM)	011615952	N/A
BROADSIGN XPRESS	United States	85/857,299	N/A

(hereinafter the "Trade-marks")

WHEREAS BROADSIGN INTERNATIONAL, LLC, having a principal place of business or head office at 440, René-Levesque Blvd., 15th Floor, Montreal, Quebec, H2Z 1V7 (hereinafter the "Assignee"), wishes to acquire the Trade-marks.

NOW THEREFORE, THESE PRESENTS WITNESSED THAT:

In consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Assignor does hereby assign and transfer unto the Assignee, the entire rights, title and interests in and to the Trade-marks, together with the goodwill attached to the wares/services in association with which the Trademarks are used as well as all rights of action accrued or to accrue under and by virtue thereof, including all rights in administrative proceedings and the right to sue and recover for past infringement or illegal use of the Trade-marks, the whole without any restriction whatsoever.

This Assignment may be signed in any number of counterparts, each of which is deemed to be an original and all of which taken together is deemed to constitute one and the same instrument. Each counterpart may be delivered by fax or email and a faxed or emailed copy is as effective as an original.

ASSIGNOR:
PHOENIX - 453 HOLDINGS LTD.

By: 
Name: Burr Smith
Title: President

ASSIGNEE:
BROADSIGN INTERNATIONAL, LLC

By: 
Name: Burr Smith
Title: Manager

Date: April 11, 2013

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