

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The MediaTile Company		08/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Corum Digital Corporation		
Street Address:	145 Haist Avenue, Unit #8		
City:	Woodbridge, Ontario		
State/Country:	CANADA		
Postal Code:	L4L 5V1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3034503	MEDIATILE	
Registration Number:	3990704	HUMANKIOSK	
Registration Number:	3727162	CELLULAR DIGITAL SIGNAGE	
Registration Number:	3738652	THE WORLD'S FIRST PROVIDER OF CELLULAR D	
Registration Number:	3704070	DIGITAL SIGN IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	4153584738		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-957-3036		
Email:	masteiner@duanemorris.com, dcvargas@duanemorris.com		
Correspondent Name:	Mark A. Steiner		
Address Line 1:	Spear Tower, One Market Plaza, Ste. 2200		
Address Line 2:	Duane Morris LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-1127		

CH \$140.00 3034503

ATTORNEY DOCKET NUMBER:

R2157-00000

DOMESTIC REPRESENTATIVE

Name: Mark A. Steiner
Address Line 1: Spear Tower, One Market Plaza, Ste. 2200
Address Line 2: Duane Morris LLP
Address Line 4: San Francisco, CALIFORNIA 94105-1127

NAME OF SUBMITTER:

Mark A. Steiner

Signature:

/Mark A. Steiner/

Date:

07/31/2013

Total Attachments: 3

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PERSONAL AND CONFIDENTIAL
FIRST AMENDED AND RESTATED OFFER TO PURCHASE

August 2, 2012
Mr. Chris Luck
The MediaTile Company
4444 Scotts Valley Drive, Ste 2,
Scotts Valley, CA 95066

Dear Mr. Luck:

Re: Offer to Purchase the Assets of The MediaTile Company

Corum Digital Corporation (the "Purchaser") offers to purchase from The MediaTile Company (the "Vendor"), as at and from the close of business on August 2, 2012 (the "Closing Date") all of the undertaking, property and assets of the Vendor, other than those herein specifically excluded (the "Assets") belonging to and used in connection with the digital signage business of the Vendor operating under the name "The MediaTile Company" (the "Business"), all on the following terms:

- 1) The aggregate purchase price for the Assets shall be [REDACTED] inclusive of all taxes and other governmental and statutory fees and charges, to be paid on closing of the transactions contemplated herein. The purchase price is calculated as follows: [REDACTED] for all IP, Copyrights, Trademarks, Patents, Equipment and Inventory.

Payment shall be made by wire transfer not later than one business day following the Closing Date. Payment shall be made to Vendor's corporate counsel, PremierCounsel LLP, to hold in trust as follows:

- a) The funds held in trust will first be used to satisfy any lien or encumbrance recorded against Vendor (or its assets) during the period July 18, 2012 through and including the Closing Date which would be senior to GLR's (defined below) security interest in Vendor's assets (a "Priority Lien"). After satisfaction of each Priority Lien, if any, the remaining proceeds shall be released to Vendor. If the amount of all Priority Liens exceeds [REDACTED] then the funds held in trust shall immediately be returned to Purchaser, Purchaser shall immediately return the assets acquired pursuant to this Agreement, and this Agreement shall be deemed terminated.
- b) Distribution of the funds held in trust may be made as provided herein without further approval from either Purchaser or Vendor, and Purchaser may not impose additional restrictions on the distribution of the funds held in escrow without Vendor's written consent.

Vendor shall obtain a lien search from the same service provider of the lien search Vendor provided to Purchaser (the "Prior Lien Search"), which lien search shall be used to determine whether there is any Priority Lien. If there is a dispute between Vendor and Purchaser whether there is a Priority Lien, then the funds held in trust shall remain in trust pending either (a) an agreement between Vendor and Purchaser as to the disposition of such funds, or (ii) a court order directing the disposition of such funds. Absent the existence of any lien or encumbrance included in the newly acquired lien search that did not exist on the Prior Lien Search, it will conclusively be deemed that no Priority Lien exists and the funds held in trust may be released to Vendor.

Under no circumstances, other than based on PremierCounsel LLP's willful misconduct, shall either Purchaser or Vendor have any claims against PremierCounsel LLP in connection with the holding and distribution of the funds held in trust.

- 2) Without limiting the generality of the foregoing, the Assets specifically include those listed in Schedule A attached hereto and:



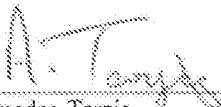
145 Haist Avenue, Unit #8
Woodbridge, Ontario.
L4L5V1 Canada

Mr. Luck, we are excited about the potential opportunities and synergies between our two companies and we look forward to working with you to make this a success.

If the foregoing terms and conditions are acceptable, please so indicate by signing the enclosed copy of this letter and returning it to the attention of the undersigned. The offer contained in this letter will automatically expire at 7:00 p.m. PST on August 2, 2012, if not accepted by the Seller prior to that time.


Sincerely yours,

Corum Digital Corporation

By: 
Name: Amedeo Tarzia
Title: President and Chief Executive Officer

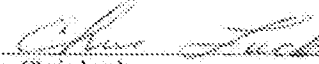
ACCEPTED AND AGREED:

The MediaFile Company

By: 
Name: Chris Luck
Title: President

Signing as to Paragraphs 7- 9 and 14-18 only:

GLR Growth Fund, L.P.

By: 
Name: Chris Luck
Title:

SCHEDULE "A"

ASSET LIST

1) 

- 2) All MediaTile Company Trade Marks and Copyrights including but not limited to;
- a. "Digital Signage-in-a-Box",
 - b. "HumanKiosk"
 - c. "MediaTile"
 - d. "MediaCast"
 - e. "Cellular Digital Signage"
 - f. "The World's First Provider of Cellular Digital Signage"

3) 

4) 

5) 

6) 