

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Arbinet-thexchange, Inc.		08/18/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	RoyaltyShare, Inc.
Street Address:	5465 Morehouse Drive
Internal Address:	Suite 165
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-4764
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
Property Type	Number	Word Mark
Registration Number:	3297169	BROAD STREET DIGITAL
Registration Number:	3429668	BROAD STREET DIGITAL

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2029734499
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2029734200
Email:	DavidSilverman@dwt.com
Correspondent Name:	David M. Silverman, Esq.
Address Line 1:	1919 Pennsylvania Ave., N.W.
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3401

ATTORNEY DOCKET NUMBER:	0102275-8
NAME OF SUBMITTER:	David M. Silverman

Signature:	/david m. silverman/
Date:	08/12/2013
Total Attachments: 5 source=Broad Street Assignment doc#page1.tif source=Broad Street Assignment doc#page2.tif source=Broad Street Assignment doc#page3.tif source=Broad Street Assignment doc#page4.tif source=Broad Street Assignment doc#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of August 18, 2008 (the "Effective Date") by and between Arbinet-thexchange, Inc. ("Assignor") and RoyaltyShare, Inc., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 5, 2008, providing for the purchase by Assignee of the Assigned Assets (as defined in the Purchase Agreement); and

WHEREAS, the trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world listed in Attachment A hereto ("Trademarks") are included in the Assigned Assets to be transferred by Assignor to Assignee pursuant to the Purchase Agreement and this Trademark Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date:

1. Assignor hereby irrevocably assigns, transfers and sells, and confirms the assignment, transfer and sale, to Assignee all rights, title and interest in and to the Trademarks throughout the world, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized by the Trademarks, including the right to pursue and recover past and future damages and equitable relief for infringement, dilution or other violation of the Trademarks.
2. In the event that additional documents are required to accomplish or record the assignment to Assignee of the Trademarks in any other country or jurisdiction, Assignor hereby agrees, without further consideration, to execute and deliver such documents to Assignee.
3. Assignee shall have the right to, and shall be solely responsible for, filing or recording this Trademark Assignment Agreement, and any additional documents as provided in Paragraph 2 above, with the United States Patent and Trademark Office and any other equivalent authority anywhere else in the world.
4. This Trademark Assignment Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States of America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date

\_\_\_\_\_  
(Assignor)

RoyaltyShare, Inc. (Assignee)

By: \_\_\_\_\_  
Signature

By: [Signature]  
Signature

\_\_\_\_\_  
Printed Name

Joel Kohr  
Printed Name

\_\_\_\_\_  
Title

Chairman + CEO  
Title



IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date

ARCADE EXCHANGE (Assignor)

RoyaltyShare, Inc. (Assignee)

x By: [Signature]  
Signature

By: \_\_\_\_\_  
Signature

WILLIAM FREEMAN  
Printed Name

\_\_\_\_\_  
Printed Name

PRESIDENT & CEO  
Title

\_\_\_\_\_  
Title



ATTACHMENT A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Class</u>	<u>Type</u>	<u>Owner</u>
Broad Street Digital	U.S.	Registration No. 3,297,169	35	Service Mark	Arbinet-thexchange, Inc.
Broad Street Digital	U.S.	Registration No. 3,429,668		Design Mark	Arbinet-thexchange, Inc.
Broad Street Digital	EU	Registered No. 005628491	35, 38, 45	Trade Mark	Arbinet-thexchange, Inc.