

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
Digital Scout, Inc.		02/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	2080 Media, Inc.		
Street Address:	2835 Brandywine Road		
Internal Address:	Suite 102		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2945405	STATWARE	
Registration Number:	2849527	SCOUTWARE	
Registration Number:	2783889	KNOW MORE, WIN MORE.	
Registration Number:	1978277	DIGITAL SCOUT	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	31949/09013		

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TRADEMARK
REEL: 005226 FRAME: 0618

NAME OF SUBMITTER:	Charles G. Zug
Signature:	/Charles G. Zug/
Date:	02/27/2014
Total Attachments: 5 source=05 - Trademark Assignment#page1.tif source=05 - Trademark Assignment#page2.tif source=05 - Trademark Assignment#page3.tif source=05 - Trademark Assignment#page4.tif source=05 - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This **Trademark Assignment** (“**Assignment**”) is entered into and effective this 14th day of February, 2014, by and between Digital Scout, Inc., a Delaware corporation (“**Assignor**”), and 2080 Media, Inc., a Delaware corporation (“**Assignee**”).

RECITALS:

WHEREAS, Assignor owns the registered and unregistered trademarks described in Exhibit A, attached hereto and made a part hereof (the “**Trademarks**”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Purchase Agreement), including the Trademarks, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, including, without limitation: (i) Assignor’s right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee’s right to the Trademarks and to reasonably aid Assignee in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, at the sole cost and expense of Assignee, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

Notwithstanding anything contained herein to the contrary, this Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

EXECUTION VERSION

This Assignment shall be construed in accordance with and governed by the laws of the State of Georgia, without reference to rules regarding conflicts of law.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

DIGITAL SCOUT, INC.

By: [Signature]
Name: Allan K Vrabie
Title: CEO

STATE OF OH)
) SS:
COUNTY OF Franklin)

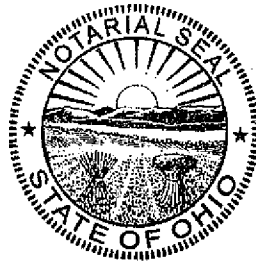
On this 14TH day of FEBRUARY 2014 before me personally appeared Allan K. Vrabie, CEO of Digital Scout, Inc., the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

[Signature]
Notary Public

ASSIGNEE:

2080 MEDIA, INC.

By: _____
Name: _____
Title: _____



Corey J. Ohalek, Esq.
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this ___ day of _____ 2014 before me personally appeared _____ of 2080 Media, Inc., the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public

Exhibit A

Trademarks

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
78437229	2945405	STATWARE	TSDR	LIVE
78178105		STATWARE	TSDR	DEAD
78178096	2849527	SCOUTWARE	TSDR	LIVE
78032927		DIGITAL STATWARE	TSDR	DEAD
78032925		DIGITAL SCOUTWARE	TSDR	DEAD
76437600	2783889	KNOW MORE, WIN MORE.	TSDR	LIVE
74685546	1978277	DIGITAL SCOUT	TSDR	LIVE
74472383		DIGITAL SCOUT THE FUTURE OF SPORTS RECRUITING.	TSDR	DEAD