

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301070

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unicorn Media, Inc.		01/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cacti Acquisition LLC		
<b>Street Address:</b>	290 Congress Street, 4th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85915112	ONCELIVE	
<b>Serial Number:</b>	85915121	ONCEUX	
<b>Serial Number:</b>	85915105	ONCEVOD	
<b>Serial Number:</b>	77842925	SMART SYNDICATION TECHNOLOGY	
<b>Serial Number:</b>	77842818	UMEDIA	
<b>Serial Number:</b>	77842835	UMEDIA	
<b>Serial Number:</b>	85248804	UNICORN ONCE	
<b>Serial Number:</b>	77842771	UNICORNMEDIA	
<b>Serial Number:</b>	77842803	UNICORNMEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6175701000		
<b>Email:</b>	rthomas@goodwinprocter.com		
<b>Correspondent Name:</b>	Ryan E. Thomas		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109-2881		
<b>ATTORNEY DOCKET NUMBER:</b>	120334-227268		

OP \$240.00 85915112

<b>NAME OF SUBMITTER:</b>	Ryan E. Thomas
<b>SIGNATURE:</b>	/RET/
<b>DATE SIGNED:</b>	04/10/2014
<b>Total Attachments: 8</b> source=Unicorn--Cacti Trademark Assignment#page1.tif source=Unicorn--Cacti Trademark Assignment#page2.tif source=Unicorn--Cacti Trademark Assignment#page3.tif source=Unicorn--Cacti Trademark Assignment#page4.tif source=Unicorn--Cacti Trademark Assignment#page5.tif source=Unicorn--Cacti Trademark Assignment#page6.tif source=Unicorn--Cacti Trademark Assignment#page7.tif source=Unicorn--Cacti Trademark Assignment#page8.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 31<sup>st</sup> day of January, 2014, by and between Unicorn Media, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 24 West 5<sup>th</sup> Street, Tempe, Arizona 85281 ("Assignor") and Cacti Acquisition LLC, a limited liability company formed and existing under the laws of Delaware, and having a usual place of business at 290 Congress Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement and Plan of Reorganization, dated as of January 6, 2014 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor acknowledges that the representations and warranties of Assignor related to the Marks that are set forth in the Purchase Agreement are incorporated herein by reference. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: UNICORN MEDIA, INC.

By: [Signature]  
William H. Rinehart, Chief  
Executive Officer

NOTARIZATION

On this 30<sup>th</sup> day of Jan, 2014, before me, the undersigned Notary Public, personally appeared William H. Rinehart, proved to me through satisfactory evidence of identification, which was/were AZ Drivers License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]  
Signature of Notary

(Seal)



My Commission Expires: 8/5/17

ASSIGNEE: Cacti Acquisition LLC (by Brightcove Inc., its sole member)

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: UNICORN MEDIA, INC.

By: William H. Rinehart, Chief Executive Officer

NOTARIZATION

On this \_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared William H. Rinehart, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

ASSIGNEE: Cacti Acquisition LLC (by Brightcove Inc., its sole member)

Name: CHRISTOPHER A. MENARD  
Signature: [Handwritten Signature]  
Title: CEO

On this \_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

**Exhibit A**

**Marks**


TRADEMARK	COUNTRY	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
ONCELIVE	United States of America	Published	85915112  Apr 25, 2013		35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the Internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views.  38 Transmission of audio and video content via distributed computer networks and the Internet.  41 Syndication of audio and video programming via distributed computer networks and the Internet.
ONCELIVE	EUROPEAN UNION	Pending	012250213  OCT 24, 2013		35 ON-LINE ADVERTISING SERVICES, NAMELY, THE PLACEMENT AND INTEGRATION OF ADVERTISEMENTS FOR CONTENT DELIVERED TO COMPUTING DEVICES VIA DISTRIBUTED COMPUTER NETWORKS AND THE INTERNET; BUSINESS MONITORING SERVICES, NAMELY, TRACKING DIGITAL CONTENT OF OTHERS ACROSS MULTIPLE COMPUTING PLATFORMS TO PROVIDE DETAILS ABOUT USER CLICK TRAFFIC OR OVERALL VIEWS.  38 TRANSMISSION OF AUDIO AND VIDEO CONTENT VIA DISTRIBUTED COMPUTER NETWORKS AND THE INTERNET.  41 SYNDICATION OF AUDIO AND VIDEO PROGRAMMING VIA DISTRIBUTED COMPUTER NETWORKS AND THE INTERNET.
ONCEUX	United States of America	Allowed	85915121  Apr 25, 2013		35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the Internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views.  38 Transmission of audio and video content via distributed computer networks and the Internet.  41 Syndication of audio and video programming via distributed computer networks and the Internet.

TRADEMARK	COUNTRY	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
ONCEUX	European Union	Pending	012250262 Oct 24, 2013		35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views. 38 Transmission of audio and video content via distributed computer networks and the internet. 41 Syndication of audio and video programming via distributed computer networks and the internet.
ONCEVOD	United States of America	Allowed	85915105 Apr 25, 2013		35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the Internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views. 38 Transmission of audio and video content via distributed computer networks and the Internet. 41 Syndication of audio and video programming via distributed computer networks and the Internet.
ONCEVOD	European Union	Pending	012250155 Oct 24, 2013		35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views. 38 Transmission of audio and video content via distributed computer networks and the internet. 41 Syndication of audio and video programming via distributed computer networks and the internet.
SMART SYNDICATION TECHNOLOGY	United States of America	Registered	77842925 Oct 6, 2009	3958779 May 10, 2011	38 Transmission of video via distributed computer networks and the internet.



TRADEMARK	COUNTRY	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
UMEDIA	United States of America	Suspended	77842818 Oct 6, 2009		38 Class 38: Transmission and distribution of data or audio visual images via a distributed computer network or the Internet.
UMEDIA	United States of America	Suspended	77842835 Oct 6, 2009		42 Class 42: Computer services, namely, providing a web-based service, namely, hosting of digital content on the Internet relating to the remote management, administration, modification and control of media applications, and providing an on-line portal featuring on-line non-downloadable software that enables customers to remotely manage, administer, modify and control media applications.
UNICORN ONCE	United States of America	Registered	85248804 Feb 22, 2011	4246609 Nov 20, 2012	35 On-line advertising services, namely, the placement and integration of advertisements for content delivered to computing devices via distributed computer networks and the internet; business monitoring services, namely, tracking digital content of others across multiple computing platforms to provide details about user click traffic or overall views. 38 Transmission of audio and video content via distributed computer networks and the internet. 41 Syndication of audio and video programming via distributed computer networks and the internet.
UNICORNMEDIA	United States of America	Registered	77842771 Oct 6, 2009	3948658 Apr 19, 2011	42 Computer services, namely, interactive hosting services, namely, hosting of digital content on the Internet; computer services, namely, providing temporary use of on-line non-downloadable software for users to manage, deliver, collect, store, display, showcase and archive electronic content; providing services, namely, providing temporary use of on-line, non-downloadable software for users to control the display of electronic content on distributed computer networks or the Internet.
UNICORNMEDIA	United States of America	Registered	77842803 Oct 6, 2009	4198851 Aug 28, 2012	35 Business monitoring services, namely, tracking web sites of others to provide details about visits to web sites and the use of data or audio visual images displayed and distributed on those web sites and preparing business and market reports with respect to that information.

TRADEMARK	COUNTRY	CLASSES	APPL. NO.	REG. NO.
ONCE	United States (common law)	n/a	n/a	n/a

TRADEMARK	COUNTRY	CLASSES	APPL. NO.	REG. NO.
 (Logo)	United States (common law)	n/a	n/a	n/a
<b>UNICORNMEDIA</b> (Stylized Version)	United States (common law)	n/a	n/a	n/a
<b>MONETIZE YOUR MOBILE VIDEO, SIMPLY</b>	United States (common law)	n/a	n/a	n/a
<b>UNICORN ONCE – AHEAD OF THE GAME</b>	United States (common law)	n/a	n/a	n/a
<b>DELIVER MONETIZE ANALYZE REPEAT</b>	United States (common law)	n/a	n/a	n/a
<b>HIGH QUALITY, MONETIZED CONTENT. THAT’S HOT.</b>	United States (common law)	n/a	n/a	n/a
<b>OTT + MOBILE +WEB. HOW DO YOU STACK UP?</b>	United States (common law)	n/a	n/a	n/a
<b>VISION</b>	United States (common law)	n/a	n/a	n/a