

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oversee.net		04/18/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sol Invictus Comiti LP		
Street Address:	Alte Landstrasse 131		
Internal Address:	8800 Thalwil		
City:	Zurich		
State/Country:	SWITZERLAND		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3618068	DOMAINSPONSOR	
Serial Number:	86011928	TRAFFICMATCH	
Registration Number:	3930370	WHAT YOU NEED, WHEN YOU NEED IT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	60084-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/21/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of April 18, 2014, is made by Oversee.net, a California corporation ("Seller"), having an address at 515 South Flower Street, Suite 4400, Los Angeles, CA 90071, in favor of Sol Invictus Comiti LP, a Delaware limited partnership ("Buyer"), having an address at Alte Landstrasse 131, 8800 Thalwil, Zürich, Switzerland.

WHEREAS, Buyer and Seller have executed that certain Stock and Asset Purchase Agreement dated as of April 18, 2014 (as amended, the "Purchase Agreement"), whereby, among other things, Seller has conveyed, transferred and assigned to Buyer and Buyer purchased from Seller, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office).

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Buyer and Seller shall comply with Section 9.1(a) of the Agreement in connection with this Trademark Assignment.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree 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 or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Trademark Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures. At the request of either party, the other party shall confirm such facsimile or other transmissions by executing duplicate original documents and delivering the same to the requesting party.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

OVERSEE.NET

By: 

Name: *John A. Green*

Title: *Chief Legal Officer*

TRADEMARK ASSIGNMENT
(ROOK/OVERSEE)

TRADEMARK
REEL: 005265 FRAME: 0054

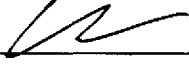
AGREED AND ACCEPTED:

BUYER:

SOL INVICTUS COMITI LP

By: ROOK MEDIA AG

Its: General Partner

By:  _____

Name: Ashkaan Rahimi

Title: Member of the Board of Directors

By:  _____

Name: Martin Andersson

Title: Member of the Board of Directors

TRADEMARK ASSIGNMENT
(ROOK/OVERSEE)

TRADEMARK
REEL: 005265 FRAME: 0055

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application Serial No.	Filing Date	Registration No.	Registration Date
DOMAINSPONSOR	U.S.	77,206,479	6/14/2007	3,618,068	5/12/2009
TRAFFICMATCH	U.S.	86,011,928	7/16/2013		
WHAT YOU NEED, WHEN YOU NEED IT	U.S.	77,402,113	2/20/2008	3,930,370	3/15/2011

TRADEMARK ASSIGNMENT
(ROOK/OVERSEER)

TRADEMARK