

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brite Media Group LLC		04/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
BriteVision Media, LLC		04/24/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
AdverTickets LLC		04/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brite Media LLC		
Street Address:	417 Montgomery Street		
Internal Address:	Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	76005960	BRITEVISION CAFE NETWORK	
Serial Number:	77049228	BRITEVISION	
Serial Number:	77049212	BRITEVISION	
Serial Number:	77087083	BRITE MEDIA GROUP	
Serial Number:	77242887	MEDIAPROOF	
Serial Number:	77269496	CAFE DOMINATION	
Serial Number:	85412874	ADVERTICKETS	
Serial Number:	77087113	AD SLEEVE	
Serial Number:	77049245	GENERICJAVA	
Serial Number:	78929769	CAFÉ CANVAS	
Serial Number:	78532852	JAVAART	
Serial Number:	85637501	EARTHFRIENDS	
Serial Number:	77436004	GATEAD	
CORRESPONDENCE DATA			
			TRADEMARK

Fax Number: 4155911400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	086529.00002
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NAME OF SUBMITTER:	Becky L. Troutman
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SIGNATURE:	/Becky L. Troutman/
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DATE SIGNED:	04/28/2014
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Total Attachments: 9

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 24th day of April, 2014, is by and between Brite Media Group LLC, a Delaware limited liability company having its principal place of business at 417 Montgomery Street, Suite 200, San Francisco, CA 94104 ("BMG"), BriteVision Media LLC, a California limited liability company having its principal place of business at 417 Montgomery Street, Suite 200, San Francisco, CA 94104 ("BVM"), AdverTickets LLC, a Delaware limited liability company having its principal place of business at 417 Montgomery Street, Suite 200, San Francisco, CA 94104 ("ADTX", and together with BMG and BVM, "Assignor") and Brite Media LLC, a Delaware limited liability company having its principal place of business at 417 Montgomery Street, Suite 200, San Francisco, CA 94104 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including all Intellectual Property Rights except the Excluded IP (as such terms are defined in the Purchase Agreement), owned by the Assignor and used or held for use in or relating to the operation of the Business (as such term is defined in the Purchase Agreement) (the "Business Intellectual Property");

WHEREAS, the Business Intellectual Property includes the patents and patent applications identified on the attached Schedule A (the "Patents"), the trademarks and trademark applications and registrations identified on the attached Schedule B (the "Marks") and the domain name registrations identified on the attached Schedule C (the "Domain Names"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property, including the Patents identified on Schedule A and all Intellectual Property Rights therein, the Marks and all Intellectual Property Rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule B, and the Domain Names identified on Schedule C.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, including without limitation: (a) the Patents identified on Schedule A and all Intellectual Property Rights therein, (b) the Marks and all Intellectual Property Rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule B, together with the goodwill of the business symbolized thereby; (c) the Domain Names identified on Schedule C; (d) all works of authorship, trade secrets and all other Intellectual Property Rights included in the Business Intellectual Property, including without limitation all patent, trade secret, copyright, trademark, service mark, trade dress right and domain name rights

and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of Assignor's rights (i) to sue for past, present and future damages for infringement or other violation of the Business Intellectual Property and (ii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Business Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to effectuate the transfer of Assignor's right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things reasonably necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to its choice of law rules.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

Brite Media Group LLC

By: [Signature]

Name: Arthur Baer

Title: CFO

STATE OF NEW YORK)

COUNTY OF New York)

ss:

I hereby certify that on this 24th day of April, 2014, personally appeared Arthur Baer, CFO of Brite Media Group LLC, a Delaware limited liability company, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

[Signature]
Notary Public

JOHN J. CROWE
NOTARY PUBLIC, State of New York
No. 02CR6058474
Qualified in Nassau County
Commission Expires May 14, 2015

BriteVision Media LLC

By: 

Name: Arthur Baer

Title: CFO

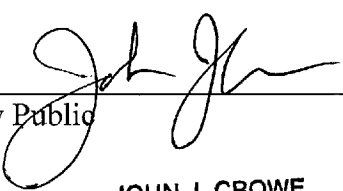
STATE OF NEW YORK)

COUNTY OF New York)

ss:

I hereby certify that on this 24th day of April, 2014, personally appeared Arthur Baer, CFO of BriteVision Media LLC, a California limited liability company, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public

JOHN J. CROWE
NOTARY PUBLIC, State of New York
No. 02CR6058474
Qualified in Nassau County
Commission Expires May 14, 2015

AdverTickets LLC

By: 

Name: Arthur Baer

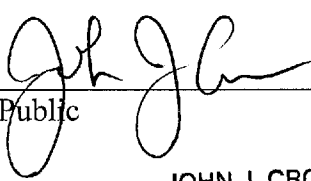
Title: CFO

STATE OF NEW YORK)
)
COUNTY OF New York)

ss:

I hereby certify that on this 27 day of April, 2014, personally appeared Arthur Baer, CFO of AdverTickets LLC, a Delaware limited liability company, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

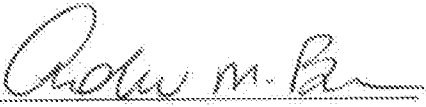
IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public

JOHN J. CROWE
NOTARY PUBLIC, State of New York
No. 02CR6058474
Qualified in Nassau County
Commission Expires May 14, 2015

Acknowledged and Agreed:

BRITE MEDIA LLC

By: 

Name: Andrew Brown

Title: Secretary and Treasurer

SCHEDULE A

Business Intellectual Property - Patents

U.S. Patent No. D639,860, issued 6/14/2011 for "Advertising Sleeve for a Gate Arm" (record owner Brite Media Group, LLC)

SCHEDULE B

Business Intellectual Property - Marks

Owner	Mark	US Jurisdiction Serial Number	US Jurisdiction Registration Number	Filing Date	Issuance Date
Brite Media Group LLC	BriteVision Café Network	76005960	2433574	3/21/2000	3/6/2001
Brite Media Group LLC	BriteVision (logo)	77049228	3354963	11/21/2006	12/18/2007
Brite Media Group LLC	BriteVision	77049212	3354962	11/21/2006	12/18/2007
Brite Media Group LLC	Brite Media Group	77087083	3364491	1/19/2007	1/8/2008
Brite Media Group LLC	MediaProof	77242887	3503767	7/31/2007	9/23/2008
Brite Media Group LLC	Café Domination	77269496	3430222	8/31/2007	5/20/2008
AdverTickets LLC	AdverTickets	85412874	4135290	9/1/2011	5/1/2012
BriteVision Media, LLC	Ad Sleeve (logo)	77087113	3384145	1/19/2007	2/19/2008
BriteVision Media, LLC	GenericJava	77049245	3367779	11/21/2006	1/15/2008
BriteVision Media, LLC	Café Canvas	78929769	3352286	7/14/2006	12/11/2007
BriteVision Media, LLC	JavaArt	78532852	3023775	12/15/2004	12/6/2005
Brite Media Group LLC	Earthfriends	85637501	4291558	5/29/2012	2/19/2013
Brite Media Group LLC	GateAd	77436004	3621160	3/31/2008	5/12/2009

SCHEDULE C

Business Intellectual Property – Domain Names

AD-SLEEVES.COM	BRANDEDMONEYENVELOPES.COM	BRITEMG.NET	CAPPUCCINOJACKET.COM	CHECKCASHINGAD.COM
ADVERTICKETS.COM	BRITE-VISION.COM	BRITEOUTDOOR.COM	CASH-JACKET.COM	CHECKCASHINGAD.NET
ADVERTICKETS.NET	BRITECUP.COM	BRITESAMPLING.COM	CASH-SLEEVE.COM	CHECKCASHINGADS.COM
ADVERTICKETS.ORG	BRITECUP.NET	BRITESANITY.COM	CASH-SLEEVE.NET	CHECKCASHINGADS.NET
BARGLASS-SLEEVE.COM	BRITECUPS.COM	BRITETAXIADVERTISING.COM	CASHCADDIES.COM	CHECKCASHINGADVERTISING.COM
BARSLEEVES.COM	BRITECUPS.NET	BRITETAXIMEDIA.COM	CASHCHECKINGSLEEVES.COM	CHECKCASHINGMARKETING.COM
BEER-JACKET.COM	BRITEDIGITAL.COM	BRITETAXIS.COM	CASHJACKET.COM	CHECKCASHINGRADIO.COM
BEERCOVER.COM	BRITEIMPACT.COM	BRITEVISION.COM	CASHJACKETS.COM	CHECKCASHINGSLEEVE.COM
BEERGLASS-SLEEVE.COM	BRITEMEDIA.COM	BRITEVISION.NET	CASHJACKETSLEEVE.COM	CHECKCASHINGSLEEVE.NET
BEERSLEEVE.COM	BRITEMEDIAGROUP.COM	BRITEVISIONMEDIA.COM	CASHJACKETSLEEVES.COM	CHECKCASHINGSLEEVES.COM
BMGLATINO.COM	BRITEMEDIAGROUP.NET	BRITEVISIONOUTDOOR.COM	CASHSLEEVE.COM	CHECKCASHINGTELEVISION.COM
BMGSANITY.COM	BRITEMEDIAOUTDOOR.COM	CAFEDOMINATION.COM	CASHSLEEVES.COM	CHECKCASHINGTV.COM
BOWLINGALLEYTELEVISION.COM	BRITEMEDIARFP.COM	CAFEMEDIA.COM	CHECKCADDIE.COM	COFFEE-SLEEVES.COM
BOWLINGALLEYTV.COM	BRITEMEDIATAXIS.COM	CAFEWAREHOUSE.COM	CHECKCADDIES.COM	COFFEE-SLEEVES.INFO

COFFEE-SLEEVES.NET	CUPSLEEVE.COM	DRINKSLEEVE.COM	GROCERYSTORETELEVISION.COM	LAUNDROMATRADIO.COM
COFFEEADS.COM	CUPSLEEVES.COM	DROFFICETV.COM	GUARANTEEDIMPRESSION.COM	LETSGONUTZ.COM
COFFEEHOUSEGAME.COM	CURRENCYJACKET.COM	DRYCLEANERTV.COM	GUARANTEEDIMPRESSIONS.COM	LIQUORSTORERADIO.COM
COFFEEJACKET.COM	CURRENCYJACKET.NET	ESPRESSOJACKET.COM	HEATACTIVATEDBRANDING.COM	MEDIAPROOF.NET
COFFEEJACKETS.COM	CURRENCYJACKETS.COM	FREECOFFEEEVENT.COM	HOTLIQUIDMEDIA.COM	MONEYCADDIE.COM
COFFEEEMEDIA.COM	CURRENCYJACKETS.NET	FREECOFFEESLEEVE.COM	HOTLIQUIDMEDIA.NET	MONEYJACKET.COM
COFFEESLEEVE.COM	DIGITALCAFENETWORK.COM	FREECOFFEESLEEVES.COM	JAVA-JACKET.COM	MONEYJACKETS.COM
COFFEESLEEVES.COM	DOLLARJACKET.COM	FREEJAVADAY.COM	JAVAFLOWER.COM	MONEYJACKETS.NET
COFFEEWRAPPER.COM	DOLLARJACKETS.COM	FRELATTEDAY.COM	JAVAJACKETS.COM	MONEYSLEEVE.COM
CONVENIENCESTORETV.COM	DOLLARJACKETS.NET	FREESLEEVES.COM	JAVAREWARDS.COM	MOOLAHJACKET.COM
CORNERSTORETELEVISION.COM	DOLLARSLEEVE.COM	GENERICIAVA.COM	JAVASLEEVE.COM	MOOLAJACKET.COM
CUPADVERTISING.COM	DOLLARSLEEVES.COM	GENERICIAVA.NET	JAVASLEEVEAD.COM	MUGSLEEVE.COM
CUPJACKET.COM	DRINK-SLEEVE.COM	GOCUPS.COM	JAVASLEEVEADVERTISING.COM	NAILSALONRADIO.COM
CUPJACKETS.COM	DRINKSKIN.COM	GREENBACKJACKET.COM	JAVASLEEVES.COM	NAILSALONTELEVISION.COM

NATIONALINDOOR.NET	REALDWELLTIME.COM	ZARFJACKET.COM
NATIONALINDOORADS.COM	REALDWELLTIMES.COM	ZARFSLEEVE.COM
NATIONALINDOORADVERTISING.COM	SEEDSLEEVE.COM	BRITEMG.COM
NATIONALINDOORMEDIA.COM	SEEDSLEEVE.NET	BRITEVISION.CO.UK
NTLINDOOR.COM	SI-BMG.COM	HOTLIQUIDMEDIA.CO.UK
OOHTELEVISION.COM	SI-BMG.NET	
OUTOFHOMETELEVISION.COM	SIBMG.COM	
OUTOFHOMETVNETWORK.COM	SIBMG.NET	
PINT-GLASS-SLEEVE.COM	SLEEVEADVERTISING.COM	
PINTCUPSLEEVE.COM	STOCKSLEEVE.COM	
PINTGLASSSLEEVE.COM	STOCKSLEEVES.COM	
PPMPOP.COM	TEAJACKET.COM	
PPMWORK.COM	TEASLEEVE.COM	
PROMOJACKET.COM	USDJACKETS.COM	
PROMOJACKETS.COM	VIDEOCOFFEESLEEVE.COM	
PROMOSLEEVE.COM	WANNABILLBOARD.COM	
PROMOSLEEVES.COM	WANNABILLBOARDS.COM	

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