

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Level 5 Communications, Inc.		09/30/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Peerless Media, LLC		
Street Address:	111 Speen Street, Suite 200		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3362264	DESKTOP ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	5087918501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	508-791-8500		
Email:	trademarks@mirickoconnell.com		
Correspondent Name:	David E. Surprenant		
Address Line 1:	Mirick O'Connell DeMallie & Lougee LLP		
Address Line 2:	100 Front Street		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
ATTORNEY DOCKET NUMBER:	24090-00004		
NAME OF SUBMITTER:	David E. Surprenant		
SIGNATURE:	/David E. Surprenant/		
DATE SIGNED:	10/08/2014		
Total Attachments: 4			
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OP \$40.00 3362264

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of September 30, 2014 and effective as of 12:01 a.m. on October 1, 2014 (the "*Effective Date*"), is made and entered into by and between Level 5 Communications, Inc., an Ohio corporation (the "*Assignor*") and Peerless Media, LLC, a Massachusetts limited liability company (the "*Assignee*").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of September 30, 2014 (the "*Purchase Agreement*"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Assets;

WHEREAS, capitalized terms used in this Assignment that are not otherwise defined herein will have the meanings given thereto in the Purchase Agreement;

WHEREAS, prior to the Effective Date, the Assignor was the owner of the entire right, title and interest in, to and under the United States trademark registration set forth on Schedule A (the "*Trademark*"); and

WHEREAS, the Assignor and the Assignee desire to reflect the Assignor's assignment of the Trademark to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby irrevocably sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable to Assignor from third parties as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademark to record the Assignee as the assignee and owner of the Trademark.

3. This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. This Assignment will be governed by and construed in accordance with the internal laws of 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) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

4. This Assignment may be executed in counterparts (including electronically-transmitted counterparts), each of which will be deemed an original, but both of which together will be deemed to be one and the same instrument.

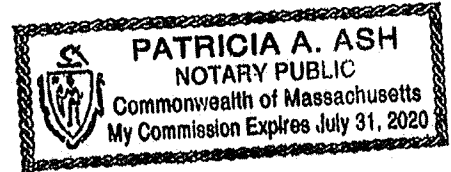
PEERLESS MEDIA, LLC

By: *Kenneth D. Moyes*
Name: KENNETH D. MOYES
Title: MANAGER

STATE OF Massachusetts)
) SS:
COUNTY OF Middlesex)


On this 30th day of September 2014 before me Kenneth Moyes known to me to be Manager of Peerless Media, LLC, who acknowledged that he signed this instrument as a free act on behalf of Peerless Media, LLC.

Patricia Ash
Notary Public:
My commission expires: 7.31.2020



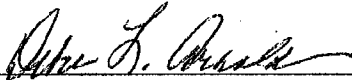
IN WITNESS WHEREOF, the Assignor and the Assignee have executed, or caused to be executed, this Assignment as of September 30, 2014.

LEVEL 5 COMMUNICATIONS, INC.

By: 
Name: Thomas N. Conlon
Title: President

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

On this 1st day of October 2014 before me Debra Lynn Arnold, known to me to be President of Level 5 Communications, Inc., who acknowledged that he signed this instrument as a free act on behalf of Level 5 Communications, Inc.


Notary Public
My commission expires



Debra Lynn Arnold
Notary Public • State of Ohio
My Commission Expires May 1, 2016

Schedule A

Trademarks

<u>Trademark</u>	<u>Assignor</u>	<u>Country</u>	<u>Federal Registration Number</u>
Desktop Engineering	Level 5 Communications, Inc.	United States	3362264