

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330371

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Postcard Press, Inc. | | 11/17/2014 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Digital Room, Inc. | | |
| Street Address: | 8000 Haskell Avenue | | |
| City: | Van Nuys | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90067 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3474411 | POSTCARD PRESS | |
| Registration Number: | 3474413 | POSTCARDPRESS | |
| Registration Number: | 3474414 | NEXT DAY FLYERS | |
| Registration Number: | 3474412 | NEXTDAYFLYERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4242391882 | | |
| <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: | 4242391890 | | |
| Email: | vfu@lkpgl.com | | |
| Correspondent Name: | Victor T. Fu | | |
| Address Line 1: | 1901 Avenue of the Stars | | |
| Address Line 2: | Suite 480 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Victor T. Fu | | |
| SIGNATURE: | /Victor T. Fu/ | | |
| DATE SIGNED: | 01/28/2015 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of November 17, 2014 (the "Effective Date"), by and between Postcard Press, Inc., a California corporation (the "Assignor"), and Digital Room, Inc., a California corporation (the "Assignee"). The Assignor and the Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Exhibit A (the "Assigned IP");

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of October 19, 2014 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from the Assignor certain specified assets;

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, each of the Assignor and the Assignee have agreed to deliver this Assignment to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee, and its successors and assigns, effective as of the Closing, irrevocably and exclusively throughout the world, all of the Assignor's right, title and interest (whether or not now existing), in and to (i) all of the Owned Intellectual Property included in the Purchased Assets, including, without limitation, the Assigned IP set forth on Exhibit A hereto, together with any and all goodwill in connection therewith; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing,

and all causes of action, enforcement rights and remedies, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Section 3. Cooperation. Assignor agrees to execute all documents of transfer and assignment, including documents to be filed with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation that is otherwise necessary to effectuate this Assignment, and otherwise agrees to assist Assignee, its successors and assigns as reasonably required, at Assignee's own expense, to perfect in Assignee the right, title and other interest in and to the Owned Intellectual Property expressly granted to Assignee under this Assignment. If Assignee is unable for any reason, after reasonable efforts, to secure the signature of Assignee's authorized representative(s) on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on Assignor's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

Section 4. Specific Performance. The Parties hereto agree that irreparable damage may occur to Assignee in the event any provision of this Assignment was not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to specific performance of the terms hereof in addition to any other remedy at law, without the requirement to post any bond.

Section 5. Terms of the Purchase Agreement. Each of the Assignor and the Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Succession and Assignment. This Assignment shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Assignment.

Section 7. Governing Law. All matters relating to or arising out of the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

Section 8. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

Section 9. Counterparts and Signature. This Assignment may be executed in multiple counterparts (including by means of the electronic transmission of signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

Section 10. Entire Agreement; Waiver and Modification; Severability. This Assignment may not be waived, modified or amended unless mutually agreed upon in writing by both Parties. In the event any provision of this Assignment is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Assignment. This Assignment and the Exhibits attached hereto constitute the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

POSTCARD PRESS, INC.

By: 

Name: David Handmaker

Title: Chief Executive Officer

ASSIGNEE:

DIGITAL ROOM, INC.

By: _____

Name: Adam Berger

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

POSTCARD PRESS, INC.

By _____
Name: David Handmaker
Title: Chief Executive Officer

ASSIGNEE:

DIGITAL ROOM, INC.


By 
Name: Adam Berger
Title: Chief Executive Officer

Exhibit A

Registered Trademarks:

| Name | Owner | Application # | Application Date | Registration # | Registration Date |
|-----------------|----------------------|---------------|------------------|----------------|-------------------|
| POSTCARD PRESS | Postcard Press, Inc. | 76680012 | July 30, 2007 | 3474411 | July 29, 2008 |
| POSTCARDPRESS | Postcard Press, Inc. | 76680022 | July 30, 2007 | 3474413 | July 29, 2008 |
| NEXT DAY FLYERS | Postcard Press, Inc. | 76680023 | July 30, 2007 | 3474414 | July 29, 2008 |
| NEXTDAYFLYERS | Postcard Press, Inc. | 76680021 | July 30, 2007 | 3474412 | July 29, 2008 |