

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RipCode, Inc.		06/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RGB Networks, Inc.		
Street Address:	390 West Java Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3499528	RC	
Registration Number:	3499527	RIPCODE	
Serial Number:	77694214	RIPCODE TRANSACT PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	24870-00203-4292		
NAME OF SUBMITTER:	Mark A. Jansen, Esq.		
SIGNATURE:	/MJansen/		
DATE SIGNED:	02/02/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*"), is made and entered into as of June 21, 2010 by and between RipCode, Inc., a Delaware corporation ("*Assignor*"), and RGB Networks, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee, Assignor, and U.S. Bank National Association have entered into that certain Asset Purchase Agreement, dated as of June 21, 2010 (the "*Purchase Agreement*"), pursuant to which Assignor agrees to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets (as defined in the Purchase Agreement), including the Assigned Trademarks as defined below.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, if any, that are part of the Purchased Assets, including but not limited to, those trademarks, service marks, and trade names set forth on Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of its right, title; and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

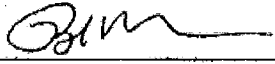
3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This

Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to such state's principles of conflicts of law.

[Remainder of page intentionally left blank.]


IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment Agreement as of the day and year first above written.

RIPCODE, INC.

By: 
Brendon Mills,
President and Chief Executive Officer

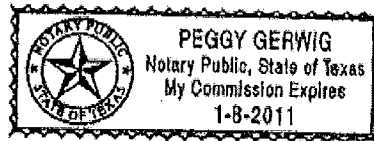
State of Texas)
 ss.:
County of Dallas)

On the 17 day of June, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Brendon Mills, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.


Notary Public

My commission expires: 1-8-2011


Dated: 6-17-10



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

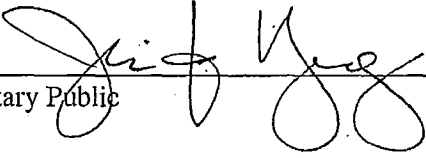
IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment Agreement as of the day and year first above written.

RGB NETWORKS, INC.

By: 
Name: Jef Graham
Title: President and Chief Executive Officer

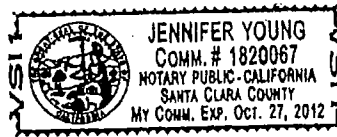
State of California)
) SS.:
County of Santa Clara)

On the 9th day of June, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Jef Graham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.


Notary Public

My commission expires: 10.27.12

Dated: 6.9.10



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005451 FRAME: 0422

SCHEDULE I

ASSIGNED TRADEMARKS

MARK	COUNTRY	REGISTRATION NO.	DATE REGISTERED
RC & Design	US	3,499,528	September 9, 2008
Ripcode	US	3,499,527	September 9, 2008
Ripcode Transit Platform	US	App#: 77/694,214	

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