

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NimbleTV, Inc.		01/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NimbleTV (assignment for the benefit of creditors), LLC		
<b>Street Address:</b>	1100 La Avenida Street		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4593549	NIMBLETV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2124304234		
<b>Email:</b>	malden@gunder.com		
<b>Correspondent Name:</b>	Margaret Alden		
<b>Address Line 1:</b>	220 West 42nd St.		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Margaret Alden		
<b>SIGNATURE:</b>	/mra/		
<b>DATE SIGNED:</b>	02/04/2015		
<b>Total Attachments: 4</b>			
source=Nimble - TM and Copyright Assignment (Nimble to ABC)#page1.tif			
source=Nimble - TM and Copyright Assignment (Nimble to ABC)#page2.tif			
source=Nimble - TM and Copyright Assignment (Nimble to ABC)#page3.tif			
source=Nimble - TM and Copyright Assignment (Nimble to ABC)#page4.tif			

OP \$40.00 4593549

**TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT**

WHEREAS, by resolution of the board of directors of NimbleTV, Inc., a Delaware corporation ("NimbleTV" or "Assignor"), and with the consent of the requisite number of stockholders of NimbleTV, on January 14, 2015, NimbleTV, in accordance with the assignment for benefit of creditor laws of the State of Delaware, transferred ownership of all of its right, title and interest in and to all of its assets to NimbleTV (assignment for the benefit of creditors), LLC, a Delaware limited liability company ("Assignee"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of NimbleTV (the "General Assignment");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks, copyrights and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including without limitation those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks and copyrights.

IN WITNESS WHEREOF, Assignor has caused this Trademark and Copyright Assignment to be signed by its duly authorized officer as of the date first written above.

By:  \_\_\_\_\_

Name: Anand Subramanian

Title: CEO

NimbleTV (Assignment for the benefit of Creditors),  
LLC, in its sole and limited capacity as the assignee for  
the benefit of creditors of NimbleTV, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT**

WHEREAS, by resolution of the board of directors of NimbleTV, Inc., a Delaware corporation ("NimbleTV" or "Assignor"), and with the consent of the requisite number of stockholders of NimbleTV, on January 14, 2015, NimbleTV, in accordance with the assignment for benefit of creditor laws of the State of Delaware, transferred ownership of all of its right, title and interest in and to all of its assets to NimbleTV (assignment for the benefit of creditors), LLC, a Delaware limited liability company ("Assignee"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of NimbleTV (the "General Assignment");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks, copyrights and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including without limitation those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks and copyrights.


IN WITNESS WHEREOF, Assignor has caused this Trademark and Copyright Assignment to be signed by its duly authorized officer as of the date first written above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NimbleTV (Assignment for the benefit of Creditors),  
LLC, in its sole and limited capacity as the assignee for  
the benefit of creditors of NimbleTV, Inc.

By:   
Name: Michael A. Mason  
Title: mgr.

**ACKNOWLEDGMENT**

State of California  
County of SANTA CLARA

On 01-14-2015 before me, Ron K Ikebe Notary Public  
(insert name and title of the officer)

personally appeared Michael A. Maily  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in  his/her/their authorized capacity(ies), and that by  his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ron K Ikebe (Seal)

