

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Randall-Reilly Publishing Company, LLC		08/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Real Time Content, Inc.		
Street Address:	11220 Elm Lane, Suite 200		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3526259	REAL TIME CONTENT	
CORRESPONDENCE DATA			
Fax Number:	7043321197		
<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:	(704) 375-0057		
Email:	jsantaniello@slk-law.com		
Correspondent Name:	Joseph J. Santaniello, Esq.		
Address Line 1:	128 South Tryon Street, Suite 1800		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Joseph J. Santaniello, Esq.		
SIGNATURE:	/s Joseph J. Santaniello, Esq./		
DATE SIGNED:	02/10/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** dated as of August 21, 2013 (this "Assignment"), is by and among **Randall-Reilly Publishing Company, LLC**, a Delaware limited liability company (the "Assignor") and **Real Time Content, Inc.**, a North Carolina corporation (the "Assignee") and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between the Assignor and the Assignee. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, effective as of the Closing Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, conveys and transfers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to the Proprietary Rights and Software listed in the **Appendix** hereto and to the Marks included in the Purchased Assets, together with the goodwill of the business in connection with which such Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for past infringements therefor.

The Assignor and the Assignee agree to execute, deliver and file such other documents and take such other actions as may be reasonably necessary to effect the purpose of this Assignment.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement.

This Assignment has been made and entered into under the laws of the State of North Carolina without regard to its conflicts of laws provisions, and those laws shall control the interpretation of this Assignment.

This Assignment may be executed in any number of counterparts (including facsimile counterparts), each of which counterparts may be a single document executed by all parties to this Assignment or may be more than one document so long as the documents in the aggregate contain the signatures of all parties to this Assignment, and each of which counterparts shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument.

Signature page follows.

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

**RANDALL-REILLY PUBLISHING
COMPANY, LLC**, a Delaware limited liability
company

By: David Wright
Name: David Wright
Title: CAO

ASSIGNEE:

REAL TIME CONTENT, INC., a North Carolina
corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

**RANDALL-REILLY PUBLISHING
COMPANY, LLC**, a Delaware limited liability
company

By: _____
Name:
Title:

ASSIGNEE:

REAL TIME CONTENT, INC., a North Carolina
corporation

By: David Schwart
Name: David Schwart
Title: Chief Executive Officer

Appendix

Purchased Proprietary Rights and Software

1. the Developed Software as set forth on Schedule 1.3(a) of the Purchase Agreement;
2. the Developed Software contained in the fixed assets set forth on Schedule 1.3(e) of the Purchase Agreement;
3. the Purchased IP as set forth on Schedule 1.3(b) of the Purchase Agreement; and
4. the Domain Names as set forth on Schedule 1.3(c) of the Purchase Agreement.

**Schedule 1.3(b)
Purchased IP**

8. Copyrights

Title / description	Authors	Date
Web-site: www.realtimecontent.com	Ian Cameron	Sept 6, 2006
Web-site: www.realtimecontent.com	Luke Mackay-Morris	Jan 24, 2007
Real Time Content Cube Logo	Multiple	2008

9. Patents and Patent Applications

Application Date	Country	Application Number	Publication Number	Grant Number	Title
20/03/2008	GB	EP08251012.4	EP2104103 A1	none	Digital Audio and Video Clip Assembling
18/03/2009	WO	PCT/GB2009/000727	WO 2009/115801	none	Digital Audio and Video Clip Encoding
20/03/2008	GB	EP08251026.4	EP2104105 A1	none	Digital Audio and Video Clip Encoding
13/01/2011	US	12/922,896	US2011/0007797 A1	none	Digital Audio and Video Clip Encoding

10. Registered Marks

Trade / service mark	Country	Registration number	Registration date	Application date
Real Time Content (Circles device)	UK	2446092	8 th Feb 2007	8 th Feb 2007
Real Time Content (Circles device)	US	3526259	4 Nov 2008	9 th Feb 2007