

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332394

<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>
RGB NETWORKS, INC.		02/10/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMAGINE COMMUNICATIONS CORP.		
<b>Street Address:</b>	3001 DALLAS PARKWAY		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	FRISCO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3888865	VMG	
<b>Registration Number:</b>	3861498	RGB NETWORKS	
<b>Registration Number:</b>	3499527	RIPCODE	
<b>Registration Number:</b>	3499528	RC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166214072		
<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>	2166212234		
<b>Email:</b>	ljones@tarolli.com		
<b>Correspondent Name:</b>	GARY J. PITZER		
<b>Address Line 1:</b>	TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP		
<b>Address Line 2:</b>	1300 EAST NINTH STREET - SUITE 1700		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	GA-022095 US GEN		
<b>NAME OF SUBMITTER:</b>	GARY J. PITZER		
<b>SIGNATURE:</b>	/Gary J. Pitzer/		
<b>DATE SIGNED:</b>	02/17/2015		

OP \$115.00 3888865

**Total Attachments: 5**

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**FORM OF TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of February 10, 2015 (the "Effective Date"), by RGB Networks, Inc., a Delaware corporation with a principal place of business at 390 West Java Drive, Sunnyvale, California 94089 ("Assignor") and Imagine Communications Corp., a Delaware corporation with a principal place of business at 3001 Dallas Parkway, Suite 300, Frisco, Texas 75034 ("Assignee").

**RECITALS**

A. In connection with that certain Agreement of Purchase and Sale of Assets, dated as of January 26, 2015, by and among Assignee, Assignor and certain of its subsidiaries (the "Purchase Agreement"), Assignor is required to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, and trade names listed on the attached Exhibit A (the "Assigned Trademarks").

B. Assignee desires to obtain all of Assignor's right, title and interest in the Assigned Trademarks according to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Purchase Agreement and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. As of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire worldwide right, title and interest in and to the Assigned Trademarks, the goodwill of the business associated with and symbolized by the Assigned Trademarks, all registrations and applications for the Assigned Trademarks, together with all common law rights for which no applications or registrations exist, the right to sue for, settle or release any past, present or future infringement of the Assigned Trademarks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and any other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment and to issue such Trademark as shall be granted upon said applications based thereon to Assignee, its successors and assigns.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally perform all lawful acts

reasonably necessary and proper to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

Section 3. Miscellaneous. This Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to conflict of law principles. 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. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

IMAGINE COMMUNICATIONS CORP.,  
a Delaware corporation

By: Charles S. Gilbert

Name: Charles S. Gilbert

Title: VP, CLO & Secy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

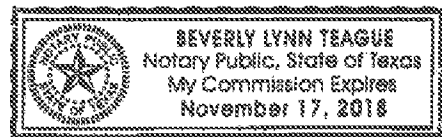
State of Texas )  
County of Collin )

On Jan 30, 2015, before me, Beverly Lynn Teague, personally appeared Charles S. Gilbert, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beverly Lynn Teague  
Notary Public Signature



Notary Public Seal

ASSIGNOR:

RGB NETWORKS, INC.,  
a Delaware corporation

By: [Signature]  
Name: JEFFREY T. GRAHAM  
Title: CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

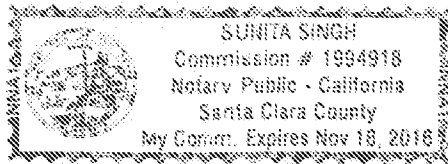
State of California )  
County of Santa Clara

On 1/29/15, before me, Sunita Singh, Notary Public, personally appeared Jeffrey T. Graham, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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]  
Notary Public Signature



Notary Public Seal

Exhibit A  
Assigned Trademarks

TRADEMARK	COUNTRY	FILING DETAILS	STATUS
VMG	US	Reg. No. 3888865 Reg. on: 14-Dec-2010	Registered
	US	Reg. No. 3861498 Reg. on: 12-Oct-2010	Registered
	EU	Reg. No. 8309511 Reg. on: 03-Dec-2009	Registered
	China	Reg. No. 6689423 Reg. on: 28-May-2010	Registered
RIPCODE	US	Reg. No. 3499527 Reg. on: 08-Sep-2008	Registered
	US	Reg. No. 3499528 Reg. on: 09-Sep-2008	Registered