

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nullsoft Inc.		01/16/2014	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Radionomy Group B.V.		
Street Address:	Schipol Boulevard 231		
City:	1118BH Schiphol		
State/Country:	NETHERLANDS		
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2980979		
Registration Number:	2980980		
Registration Number:	2980981		
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	202-857-8977		
Email:	bushd@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1717 K Street, NW		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	029386-00000 RADIONOMY		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Bush		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006-5344		
NAME OF SUBMITTER:	Douglas R. Bush		
SIGNATURE:	/D. R. Bush/		

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DATE SIGNED:	02/27/2015
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 16th day of January, 2014 (the "Effective Date"), by Nullsoft Inc., an Arizona corporation ("Seller"), for the benefit of Radionomy Group B.V., a Netherlands private limited liability company (*besloten vennootschap*) ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, AOL Inc., Seller and Buyer have entered into that certain Asset Purchase and Contribution Agreement dated as of the date hereof (the "Agreement"), which provides, among other things, for the sale and assignment by Seller to Buyer of the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Agreement, Seller agrees as follows:

1. Effective as of the Effective Date, Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer and Buyer's successors and assigns all of Seller's worldwide right, title and interest in and to the Marks (as hereinafter defined) and the applications therefor, including, without limitation, the right to transfer and renew any registrations included as part of the Marks and the right to apply for trademark registrations within and/or outside the United States based in whole or in part upon the Marks and any priority rights that may arise from the Marks, together with the goodwill of the business connected with and symbolized by the Marks and the portion of the business to which the Marks pertain, said business being ongoing and existing, and the right in respect of the Marks to institute, pursue and compromise any and all claims, demands, actions, causes of actions and choses in action no matter when the same arose or arises.
2. As used in this Assignment, "Marks" shall mean all of the trademarks, service marks, trade names and logos identified on Schedule A annexed hereto and made a part hereof.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.
4. This Assignment is executed and delivered pursuant to the Agreement.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

Schedule "A"

The Marks.

[Signature Page to Trademark Assignment]

Country	Trademark	Status	App Number	App Date	Reg Number	Reg Date	Class (es)	Owner of Record
Ukraine	WINAMP	Registered	M200702832	2/22/2007	93056	6/10/2008	09 Int., 38 Int., 41 Int., 42 Int.	AOL Inc.
United States of America	ALBUM WASHER	Registered	85/694863	8/3/2012	4341457	5/28/2013	09 Int.	AOL Inc.
United States of America	Llama Logo	Registered	85/168174	11/3/2010	4254455	12/4/2012	09 Int.	AOL Inc.
United States of America	Lightning Bolt Design	Registered	78/376064	3/1/2004	2980979	8/2/2005	09 Int.	AOL Inc.
United States of America	Lightning Bolt Design	Registered	78/377613	3/3/2004	2980981	8/2/2005	38 Int.	AOL Inc.
United States of America	Lightning Bolt Design	Registered	78/376065	3/1/2004	2980980	8/2/2005	41 Int.	AOL Inc.
United States of America	NULLSOFT	Registered	75/531950	8/6/1998	2443680	4/17/2001	09 Int.	AOL Inc.
United States of America	ORGLER	Registered	77/742961	5/22/2009	3851072	9/21/2010	09 Int.	AOL Inc.
United States of America	SHOUTCAST	Registered	75/838837	11/4/1999	2395779	10/17/2000	09 Int., 38 Int.	AOL Inc.
United States of America	WINAMP	Registered	78/963794	8/30/2006	3260992	7/10/2007	09 Int.	AOL Inc.
United States of America	WINAMP	Registered	75/531951	8/6/1998	2557585	4/9/2002	09 Int., 42 Int.	AOL Inc.
United States of America	WINAMP	Registered	76/448624	9/6/2002	2809981	2/3/2004	38 Int.	AOL Inc.
United States of America	WINAMP	Registered	76/448505	9/6/2002	2734590	7/8/2003	41 Int.	AOL Inc.
Venezuela	WINAMP	Registered	24040/07	10/4/2007	24040/07	8/1/2011	09 Int.	AOL LLC
Venezuela	WINAMP	Registered	24041/07	10/4/2007	24041/07	8/1/2011	38 Int.	AOL LLC
Venezuela	WINAMP	Registered	24042/07	10/4/2007	24042/07	8/1/2011	41 Int.	AOL LLC
Venezuela	WINAMP	Registered	24043/07	10/4/2007	24043/07	8/1/2011	42 Int.	AOL LLC
Viet Nam	WINAMP	Registered	4-2007-20346	10/10/2007	122850	4/10/2009	09 Int.	AOL LLC