

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Traffiq, Inc.		12/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Berry Company, LLC		
Street Address:	160 Inverness Drive West, Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3537880	TRAFFIQ	
Registration Number:	3441869	TRAFFIQ	
Registration Number:	4122023	TRAFFIQ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docket@hollandhart.com, lmroot@hollandhart.com		
Correspondent Name:	Tracy B. Gray Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	ATTN: Trademark Docketing		
Address Line 4:	DENVER, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	TRAFFIQ ASSIGNMENT TO BER		
NAME OF SUBMITTER:	Tracy B. Gray		
SIGNATURE:	/Tracy B. Gray/		
DATE SIGNED:	05/21/2015		
Total Attachments: 12			
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CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY

This CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated effective as of December 31, 2014, is made between Traffiq, Inc., a Delaware corporation (the "Assignor") and The Berry Company, LLC, a Colorado limited liability company (the "Assignee").

RECITALS

A. As evidenced by the Certificate of Merger attached hereto as Exhibit A, Emerging Media Group, Inc. ("EMG") merged with and into Assignor effective March 31, 2014, with Assignor surviving (the "Merger"). As a result of the Merger, Assignor became successor in interest to all rights and obligations of EMG, including the "Assigned Intellectual Property" as defined below.

B. The Assignor and Square 1 Bank (the "Bank") entered into that certain Asset Purchase Agreement, dated as of November 17, 2014 (the "Purchase Agreement"), pursuant to which the Grantor sold and the Assignee purchased certain tangible and intangible assets of Assignor, including the domain www.traffiq.com, in which Grantor held a security interest.

C. On December 31, 2014, the Assignor filed a Certificate of Dissolution with the Secretary of State of the State of Delaware (the "Dissolution").

D. In connection with each of the Purchase Agreement and the Dissolution, Assignor wishes to transfer and assign any and all trademarks, service marks, trade names, trade dress, fictitious business names, logos, slogans, domain names, and registrations and applications for registration thereof, together with all goodwill appurtenant thereto and all other proprietary rights relating to any of the foregoing (including, without limitation, associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the legal requirements of all jurisdictions), which include the word "traffiq" or any variations that may be confused with "traffiq", including U.S. Trademark Registration Nos. 3537880, 3441869 and 4122023 (the "Assigned Intellectual Property").

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the Assigned Intellectual Property owned by Assignor and the registrations therefor, together with all rights to damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the Assignor associated with the Assigned Intellectual Property.

2. The rights, title and interest assigned under Section 1 above shall be 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 Assignor if this assignment had not been made.

3. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the Assignee and owner of the Assigned Intellectual Property.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment will be governed by and construed in accordance with the domestic laws of the State of Colorado for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree and acknowledge that delivery of a signature by facsimile transmission or by e-mail in portable document format (.PDF) shall constitute execution by such signatory and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first written above.

THE BERRY COMPANY, LLC

By: 

Name: Richard Hallé

Title: Chief Financial Officer

TRAFFIQ, INC.

By: 

Name: W. Aaron Bowlds

Title: General Counsel

Acknowledged and Agreed:

SQUARE 1 BANK

By: 

Name: VR DEAN

Title: SVP

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"EMERGING MEDIA GROUP, INC.", A DELAWARE CORPORATION,
WITH AND INTO "TRAFFIQ, INC." UNDER THE NAME OF "TRAFFIQ, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 2014, AT 6:50 O'CLOCK P.M.

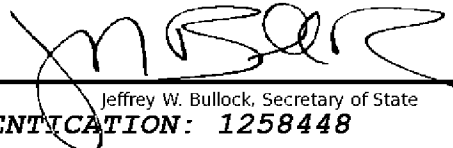
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4362873 8100M

140409404



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1258448

DATE: 04-01-14

TRADEMARK
REEL: 005522 FRAME: 0053

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

EMERGING MEDIA GROUP, INC.

WITH AND INTO

TRAFFIQ, INC.

Pursuant to Title 8, Section 253 of the Delaware General Corporation Law (the "DGCL"), Emerging Media Group, Inc. (the "**Corporation**"), a Delaware corporation, does hereby certify to the following information relating to the merger (the "**Merger**") of the Corporation with and into Traffiq, Inc., a Delaware corporation (the "**Subsidiary**"), with the Subsidiary remaining as the surviving corporation:

1. The Corporation owns all of the outstanding shares of each class of capital stock of the Subsidiary.
2. The Board of Directors of the Corporation, by resolutions duly adopted by unanimous written consent on March 31, 2014 and attached hereto as Exhibit A, determined to merge the Corporation with and into the Subsidiary pursuant to Section 253 of the DGCL. The sole holder of all of the outstanding shares of each class of capital stock of the Corporation approved the Merger by written consent on March 31, 2014.
3. The Subsidiary shall be the surviving corporation of the Merger.
4. The Certificate of Ownership and Merger and the Merger shall become effective upon the filing of such Certificate of Ownership and Merger with the Delaware Secretary of State.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be signed by an authorized officer, the 31st of March, 2014.

EMERGING MEDIA GROUP, INC.

DocuSigned by:
By: Lori Goldberg
0734E354871E48E...

Name: Lori Goldberg

Title: President

EXHIBIT A
ACTION BY WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
EMERGING MEDIA GROUP, INC.

The undersigned, constituting all of the members of the board of directors (the "**Board**") of Emerging Media Group, Inc., a Delaware corporation (the "**Corporation**"), pursuant to Section 141(f) of the Delaware General Corporation Law ("**DGCL**"), hereby adopt the following resolutions by written consent, effective as of March 31, 2014:

MERGER

WHEREAS, Emerging Media Group, Inc., a Delaware corporation, (the "**Corporation**"), owns all of the issued and outstanding shares of each class of capital stock of Traffiq, Inc., a Delaware corporation (the "**Subsidiary**"); and

WHEREAS, it is deemed advisable and in the best interest of the Corporation that the Corporation merge with and into the Subsidiary, with the Subsidiary as the surviving corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be merged with and into the Subsidiary pursuant to Section 253 of the Delaware General Corporation Law (the "**Merger**"), so that the separate existence of the Corporation shall cease as soon as the Merger shall become effective, and the Subsidiary shall continue as the surviving corporation (the "**Surviving Corporation**"); and

RESOLVED FURTHER, that holders of the common stock of the Corporation, par value \$0.001 per share (the "**Corporation Common Stock**"), upon surrender of any certificates therefor, shall receive an equivalent number of shares of the common stock of the Surviving Corporation, par value \$0.001; and

RESOLVED FURTHER, that the certificate of incorporation of the Surviving Corporation shall be as attached hereto as **Exhibit 1**; and

RESOLVED FURTHER, that the President, Vice President, Treasurer, Secretary and any other officer of the Corporation (each such person, an "**Authorized Officer**") be, and each of them hereby is, authorized to prepare and execute a Certificate of Ownership and Merger setting forth a copy of these resolutions, and to file or cause to be filed the Certificate of Ownership and Merger with the Secretary of State of Delaware and pay any fees related to such filing.

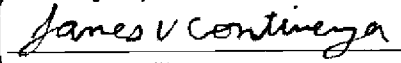
OMNIBUS RESOLUTION

RESOLVED, that each of the Authorized Officers be, and each of them hereby is, authorized and empowered to take all such further action and to execute, deliver and file all such further agreements, certificates, instruments and documents, in the name and on behalf of the Corporation, and if requested or required, under its corporate seal duly attested by the Secretary or Assistant Secretary; to pay or cause to be paid all expenses; to take all such other actions as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

This Action may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute an instrument. This Action By Written Consent shall be filed with the minutes of the Proceedings of the Board.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of the date first written above.

DocuSigned by:

James Continenza

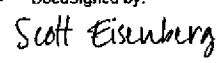
DocuSigned by:

Scott Eisenberg

EXHIBIT 1
RESTATED CERTIFICATE OF INCORPORATION

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

**OF
TRAFFIQ, INC.**

I.

The name of this corporation is Traffiq, Inc. (this "**Corporation**").

II.

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, and the name of the Corporation's registered agent in the State of Delaware at such address is The Corporation Trust Company.

III.

This Corporation's purpose is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

IV.

This Corporation is authorized to issue one class of stock, to be designated "Common Stock." The total number of shares of Common Stock presently authorized is two thousand (2,000), each having a par value of one-tenth of one cent (\$0.001).

V.

A. The management of the business and the conduct of the affairs of this Corporation is vested in this Corporation's board of directors (the "**Board**"). The number of directors which constitutes the whole Board will be fixed by the Board in the manner provided in this Corporation's bylaws, as such may be amended or restated from time to time (the "**Bylaws**").

B. Elections of directors to serve on the Board need not be by written ballot unless the Bylaws so provide.

C. Subject to any additional vote required by the DGCL or this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by the DGCL, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the provisions of the Bylaws.

VI.

A. To the fullest extent permitted by law, a director serving on the Board will not be personally liable to this Corporation or this Corporation's stockholders for monetary damages for breach of a fiduciary duty as a director. If the DGCL or any other law of the State of Delaware is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors serving on the Board, then the liability of all such directors will be eliminated or limited to the fullest extent permitted by the DGCL or any other law of the State of Delaware as so amended.

B. Any amendment, repeal or modification of the foregoing provisions of this Article VI by this Corporation's stockholders will not adversely affect any right or protection afforded to a director having served or then-serving on the Board existing at the time of, or increase the liability of any director having served or then-serving on the Board with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

VII.

A. To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of (and advancement of expenses to) this Corporation's directors, officers and agents (and any other persons to which the DGCL permits this Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL.

B. Any amendment, repeal or modification of the foregoing provisions of this Article VII will not adversely affect any right or protection of any of this Corporation's directors, officers or other agents existing at the time of, or increase the liability of any of this Corporation's directors, officers or other agents with respect to any acts or omissions of such director, officer or other agent occurring prior to, such amendment, repeal or modification.

VIII.

Subject to any additional vote required by the DGCL or this Certificate of Incorporation, this Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the DGCL, and all rights conferred upon stockholders herein are granted subject to this reservation.

* * * * *