

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM342456

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY TRANSFER AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triton Digital, Inc.		05/08/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Vector Triton (Lux) 1, S.à r.l.
Street Address:	6, rue Eugène Ruppert
City:	L-2453 Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3493718	ENTICENT
Registration Number:	4307977	IMMEDIATE INSIGHTS
Registration Number:	2814017	STICKYFISH
Registration Number:	3494701	TRIBAL DIRECT
Registration Number:	4528837	A²X BY TRITON DIGITAL
Registration Number:	4493480	A2X
Registration Number:	3060192	AD INJECTOR
Registration Number:	3629781	AD WIRE
Registration Number:	3521357	AUTOPOD
Registration Number:	3757380	FLIGHT-PLAN
Registration Number:	3488256	PODFUSE
Registration Number:	3750648	TARGETED AD INJECTOR
Registration Number:	3061368	WEBCAST METRICS
Registration Number:	4253019	WEBCAST METRICS
Registration Number:	3977634	LC LIQUID COMPASS
Registration Number:	3977636	LC
Registration Number:	3977637	LIQUID COMPASS

CORRESPONDENCE DATA

TRADEMARK

900325718

REEL: 005523 FRAME: 0645

CH \$440.00 3493718

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23061-41

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 05/26/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of May 8th, 2015 (the "Effective Date"), by and among Triton Digital, Inc., a Delaware corporation ("Triton"), and Vector Triton (Lux) 1, S.à r.l., a *société à responsabilité limitée* organized under the laws of the Grand Duchy of Luxembourg, having its registered office located at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 195.264 and with a share capital at that time of USD 20,000 ("LuxCo"). Triton and LuxCo are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Triton is the owner of the Intellectual Property (defined herein), some of which it acquired from Ando Media, LLC, Enticent, LLC and Spacial Audio Solutions, LLC prior to this Agreement;

WHEREAS, Triton wishes to transfer and assign the Intellectual Property to LuxCo; and

WHEREAS, LuxCo immediately thereafter wishes to allocate, transfer and assign the Intellectual Property to Vector Triton (Lux) 1, S.à r.l. - Delaware Branch.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein, and intending to be legally bound, the Parties hereby agree as follows:

Section 1. Transfer.

1A. Assignment of Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including a promissory note in the original principal amount of \$13,694,000 in a form to be mutually agreed by the Parties, Triton hereby sells, transfers, conveys and assigns to LuxCo its entire right, title and interest in and to the Intellectual Property, free and clear of all liens, along with and including: (i) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including any payments for past, present and future infringements and misappropriations thereof), whether known or unknown; (ii) all rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the foregoing throughout the world.

1B. Delivery of Certificates and Records. Triton shall, promptly after the Effective Date, deliver to LuxCo the original files and materials related to the Intellectual Property, including registration certificates and all files, records and documentation pertaining to the enforcement and policing of the Intellectual Property.

1C. Recordation. Triton hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world to record LuxCo as the owner of any registrations (or applications for registrations) included in the Intellectual Property and to issue any and all letters patent and registrations of the United States or of any applicable other jurisdictions thereon to LuxCo, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of LuxCo, its successors, assigns or other legal representatives.

Section 2. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below.

"Intellectual Property" all means any and all of the following in any jurisdiction throughout the world owned by Triton: (a) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents and industrial designs (including, without limitation, utility model rights, design rights and industrial property rights), patent and industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith, including, without limitation, the patent registrations and applications set forth on Schedule A hereto; (b) all trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names, corporate names, Internet domain names, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, including, without limitation, the trademark applications and registrations set forth on Schedule B hereto and the domain name registrations set forth on Schedule C hereto, but not including goodwill (except for the goodwill symbolized by the trademarks); (c) all works of authorship (whether or not copyrightable), copyrights, and all applications, registrations, and renewals in connection therewith, including, without limitation, the copyright registrations set forth on Schedule D hereto; (d) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, formulae, data, algorithms, compositions, architectures, layouts, designs, drawings, plans, specifications, methodologies, ideas, research and development, and confidential information (including, without limitation, technical data, supplier lists (but not including customer lists), pricing and cost information, and business and marketing plans and proposals); (e) all software (including, without limitation, source code, executable code, systems, networks tools, data, databases, firmware, and related documentation); (f) all other proprietary and intellectual property rights; and (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

Section 3. Miscellaneous.

DISCLAIMER. ALL INTELLECTUAL PROPERTY, INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED BY TRITON PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRITON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER. TRITON FURTHER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, FREEDOM FROM PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THEFT OF TRADE SECRETS, AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY OF THE FOREGOING.

EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL TRITON BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR SAVINGS INCURRED BY ANY PERSON), EVEN IF TRITON HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SAME.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE COURT SITTING IN THE STATE OF DELAWARE OR UNITED STATES FEDERAL

COURT SITTING IN WILMINGTON, DELAWARE, OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.


THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF AND BY DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, ALL OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. ANY SIGNATURE DELIVERED BY A PARTY BY FACSIMILE OR ELECTRONIC TRANSMISSION (INCLUDING EMAIL TRANSMISSION OF A PDF IMAGE) SHALL BE DEEMED TO BE AN ORIGINAL SIGNATURE HERETO.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

TRITON:

Triton Digital, Inc.

By: 
Name: Neal Schore
Its: President and Chief Executive Officer

LUXCO:

Vector Triton (Lux) 1, S.à r.l.

By: _____
Name:
Its: Category B Manager duly authorized

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

TRITON:

Triton Digital, Inc.

By: _____
Name: Neal Schore
Its: President and Chief Executive Officer

LUXCO:

Vector Triton (Lux) I, S.à r.l.

By: _____
Name: 
Its: Category B Manager duly authorized

{IP Transfer Agreement}

Schedule A

PATENTS AND PATENT APPLICATIONS

Registered patents:¹

TITLE	OWNER	COUNTRY	REFERENCE NUMBER
LIVE MEDIA SERVING SYSTEM AND METHOD	Ando Media, LLC	USA	US 8,412,840

Pending patent applications:

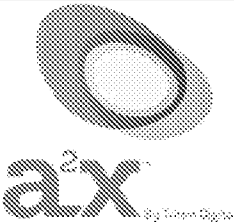

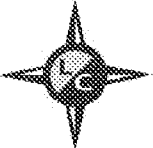
TITLE	OWNER	COUNTRY	REFERENCE NUMBER.
REAL-TIME MEDIA STREAM INSERTION METHOD AND APPARATUS	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/334,712
		Canada	Canadian patent application S.N.: 2,821,790
		Europe	European Patent application No. 11851415.7
BROADCAST MEDIA STREAMING WITH CUSTOMIZED PLAYLIST INSERTION METHOD AND SYSTEM	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/349,757
		Canada	Patent application in Canada No. 2,823,826
		Europe	European Patent Application No. 12734474.5
SYSTEM AND METHOD FOR CUSTOMIZING AUDIO ADVERTISEMENTS	Ando Media, LLC	WIPO	International patent application no. PCT/CA2014/050010

¹ Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015.

Schedule B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered trademarks in the United States:²

TRADEMARK	OWNER	REGISTRATION NUMBER
	Ando Media, LLC	4,528,837
A2X [®]	Ando Media, LLC	4,493,480
AD INJECTOR	Ando Media, LLC	3,060,192
AD WIRE [®]	Ando Media, LLC	3,629,781
AUTOPOD [®]	Ando Media, LLC	3,521,357
FLIGHT-PLAN [®]	Ando Media, LLC	3,757,380
PODFUSE [®]	Ando Media, LLC	3,488,256
TARGETED AD INJECTOR [®]	Ando Media, LLC	3,750,648
WEBCAST METRICS [®]	Ando Media, LLC	3,061,368 4,253,019
	Ando Media, LLC	3,977,634
	Ando Media, LLC	3,977,636
Liquid Compass	Ando Media, LLC	3,977,637

TRADEMARK	OWNER	REGISTRATION NUMBER
ENTICENT	Enticent, LLC	3,493,718
IMMEDIATE INSIGHTS [®]	Enticent, LLC	4,307,977
STICKYFISH [®]	Enticent, LLC	2,814,017
TRIBAL DIRECT	Enticent, LLC	3,494,701

² Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015; and that certain Intellectual Property Transfer Agreement, by and between Enticent, LLC and Triton Digital, Inc., dated May 8, 2015.

Schedule C
DOMAIN NAMES

DOMAIN NAME	TLD	EXPIRATION DATE	OWNER
ANDOMEDIA.COM	.com	09/10/2015	Triton Digital
WEBCASTMETRICS.COM	.com	08/04/2015	Triton Digital
BOBFM969.COM	.com	10/19/2015	Triton Digital
RRK.COM		11/21/2015	Triton Digital
TALKOFCONNECTICUT.COM	.com	11/03/2016	Triton Digital
TALKOFCT.COM	.com	11/03/2016	Triton Digital
TDASCREATIVE.COM	.com	04/09/2016	Triton Digital
TRI.IO	.io	10/13/2015	Triton Digital
TRITONDIGITALINSIGHTS.COM	.com	04/11/2015	Triton Digital
TRITONDIGITALSUPPORT.COM	.com	05/18/2015	Triton Digital
WDRG.COM	.com	11/13/2016	Triton Digital
MEDIANEXT.COM	.com	02/21/2015	PrivacyProtect.org
MEDIANEXT.NET	.net	03/20/2015	PrivacyProtect.org
MOBILEEXPRESSMESSENGER.COM	.com	03/07/2015	PrivacyProtect.org
MOBILEEXPRESSMESSENGER.NET	.net	03/07/2015	PrivacyProtect.org
RDG.COM	.com	12/09/2015	PrivacyProtect.org
TRITONAPPSTORE.COM	.com	05/25/2015	PrivacyProtect.org
TRITONDIGITAL.NET	.net	09/08/2015	PrivacyProtect.org
TRITONFREEAPPSTORE.COM	.com	05/28/2015	PrivacyProtect.org
TRITONLOYALTY.COM	.com	08/13/2016	PrivacyProtect.org
WGOKGOSPEL900AM.COM	.com	03/11/2015	PrivacyProtect.org

Registered internet domain names:³

DOMAIN NAME	TLD	EXPIRATION DATE	OWNER
ADINJECTOR.COM	.com	09/01/2015	Ando Media, LLC
ADINJECTOR.NET	.net	09/10/2015	Ando Media, LLC (d/b/a Triton Digital)
ANDOCLOUD.COM	.com	08/25/2015	Ando Media, LLC
ANDOHS.COM	.com	01/02/2016	Ando Media, LLC
ANDOHS.NET	.net	01/02/2016	Ando Media, LLC

³ Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015; and that certain Intellectual Property Transfer Agreement, by and between Spacial Audio Solutions, LLC and Triton Digital, Inc., dated May 8, 2015.

DOMAIN NAME	TLD	EXPIRATION DATE	OWNER
ANDOLAB.COM	.com	06/21/2015	Ando Media, LLC
ANDOMATIC.COM	.com	02/21/2015	Ando Media, LLC
ANDOMEDIA.NET	.net	12/17/2015	Ando Media, LLC
FLIGHT-PLAN.COM	.com	03/02/2016	Ando Media, LLC
GETMEASURED.ORG	.org	11/13/2015	Ando Media, LLC
TRUTHINTARGETING.COM	.com	08/07/2015	Ando Media, LLC

DOMAIN NAME	TLD	EXPIRATION DATE	OWNER
SPACIAL.COM	.com	02/26/2021	Spacial Audio Solutions, LL.C

Schedule D

Registered copyrights in the United States:⁴

TITLE	OWNER	COUNTRY	REGISTRATION NO.
Enticent Source Code	Enticent, Inc. (n/k/a Enticent, LLC)	USA	TX0007295650

⁴ Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Enticent, LLC and Triton Digital, Inc., dated May 8, 2015.