

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEITERA, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GRACENOTE, INC.		
Street Address:	2000 Powell Street, Suite 1500		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4613539	ZAMPLE	
Registration Number:	4620489	ZAMPLE	
Registration Number:	3950162	TANGOAV	
Registration Number:	3560135	VVID	
CORRESPONDENCE DATA			
Fax Number:	3129130002		
<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:	3129130001		
Email:	docketing@mbhb.com		
Correspondent Name:	McDonnell Boehnen Hulbert & Berghoff LLP		
Address Line 1:	300 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2368.12		
NAME OF SUBMITTER:	Gavin J. O'Keefe		
SIGNATURE:	/Gavin J. O'Keefe/		
DATE SIGNED:	07/08/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 1, 2015 (the "Effective Date") by Zeitera, LLC, a Delaware limited liability company (the "Assignor"), for the benefit of Gracernote, Inc., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 29, 2015 between Assignor and Assignee (as amended, modified, supplemented or otherwise changed from time to time, the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee all of the Assignor's right, title and interest in or relating to trademarks listed on the attached Schedule A, and all registrations and applications therefor, along with all goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition to the obligations of the Purchaser to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the Assignor hereby irrevocably assigns to the Assignee: (i) all right, title and interest in, to, and under any and all Trademarks of the Assignor, including but not limited to all registrations and applications therefor, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including but not limited to the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Trademarks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representative.

The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Trademarks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence the consummation of this Assignment.

Without limiting the foregoing, the Assignor hereby irrevocably constitutes and appoints the Assignee, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter

any and all documents and instruments that the Assignee deems necessary or desirable to accomplish the purposes of this Assignment.

Except as specifically set forth in the Purchase Agreement, the Assignor makes no representation or warranty with respect to the Trademarks assigned hereby; and the provisions of this Assignment shall not in any way modify, replace, amend or waive any of the representations, warranties, covenants and agreements of the Assignor contained in the Purchase Agreement, this Assignment being intended solely to effect the assignment of the Trademarks pursuant to the Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the United States in respect of trademark issues, and in all other respects, including but not limited to as to validity, interpretation and effect, by the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

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Schedule A

1. ZEITERA (U.S. common law trademark)
2. ZAMPLE (U.S. Reg. No. 4,613,539)
3. ZAMPLE (U.S. Reg. No. 4,620,489)
4. TANGOAV (U.S. Reg. No., 3,950,162)
5. VVID (U.S. Reg. No. 3,560,135)

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CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 San Mateo }

On June 30, 2015 before me, Barry Wong, Notary Public
(Please insert name and title of the officer)

personally appeared Lawrence Berlin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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.

Barry Wong
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Trademark Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 6/30/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
CEO
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClassics.com 809-472-8061