

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347589

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | CORRECTIVE ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the cover sheet and replace the document previously recorded on Reel 005523 Frame 0645. Assignor(s) hereby confirms the INTELLECTUAL PROPERTY TRANSFER AGREEMENT. |
| <b>SEQUENCE:</b>             | 2  |

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Vector Triton (Lux) 1, S.à r.l. - Delaware Branch |
| <b>Street Address:</b> | 200 Bellevue Parkway, Suite 210                   |
| <b>City:</b>           | Wilmington  |
| <b>State/Country:</b>  | DELAWARE  |
| <b>Postal Code:</b>    | 19809   |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: LUXEMBOURG             |

## PROPERTY NUMBERS Total: 17

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| 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        |
| Registration Number: | 3493718 | ENTICENT              |
| Registration Number: | 4307977 | IMMEDIATE INSIGHTS    |
| Registration Number: | 2814017 | STICKYFISH            |

CH \$440.00 4528837

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 3494701 | TRIBAL DIRECT |

**CORRESPONDENCE DATA**

**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:** 19486-2

**NAME OF SUBMITTER:** Susan Zablocki

**SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 07/10/2015

**Total Attachments: 10**

- source=Triton - LuxCo IP Transfer Agreement (Amended Version) (EXECUTED)\_(36655 (7)#page1.tif
- source=Triton - LuxCo IP Transfer Agreement (Amended Version) (EXECUTED)\_(36655 (7)#page2.tif
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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342456

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b> | INTELLECTUAL PROPERTY TRANSFER AGREEMENT |
| <b>SEQUENCE:</b>             | 2  |

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

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

**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 dated July 2, 2015 and shall be effective as of May 8, 2015 (the "Effective Date"), by and between 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 156,940, hereby acting through its State of Delaware branch named Vector Triton (Lux) 1, S.à r.l. - Delaware Branch located at 200 Bellevue Parkway, Suite 210, Wilmington, DE 19809, State of Delaware, United States of America ("LuxCo US Branch"). Triton and LuxCo US Branch 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 US 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 US Branch 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 US Branch 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 US Branch 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 US Branch, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of LuxCo US Branch, 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; (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.

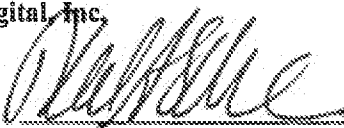
THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF AND BY DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, ALL OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. ANY SIGNATURE DELIVERED BY A PARTY BY FACSIMILE OR ELECTRONIC TRANSMISSION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

**Vector Triton (Lux) 1, S.à r.l. acting through its  
State of Delaware branch named Vector Triton  
(Lux) 1, S.à r.l. - Delaware Branch**

By: \_\_\_\_\_  
Name: Thomas Walsh  
Its: Branch Manager



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

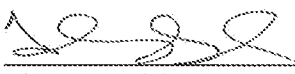
**TRITON:**

**Triton Digital, Inc.**

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

**LUXCO US BRANCH:**

**Vector Triton (Lux) 1, S.à r.l. acting through its  
State of Delaware branch named Vector Triton  
(Lux) 1, S.à r.l. - Delaware Branch**

By:  \_\_\_\_\_  
Name: Thomas Walsh  
Its: Branch Manager

**Schedule A**

**PATENTS AND PATENT APPLICATIONS**

Registered patents:<sup>1</sup>

| <b>TITLE</b>                         | <b>OWNER</b>    | <b>COUNTRY</b> | <b>REFERENCE NUMBER</b> |
|--------------------------------------|-----------------|----------------|-------------------------|
| LIVE MEDIA SERVING SYSTEM AND METHOD | Ando Media, LLC | USA            | US 8,412,840            |

Pending patent applications:

| <b>TITLE</b>   | <b>OWNER</b>    | <b>COUNTRY</b> | <b>REFERENCE NUMBER.</b>                               |
|--|-----------------|----------------|--|
| 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 |

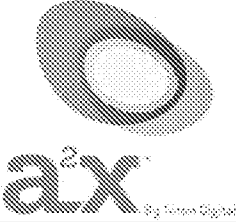

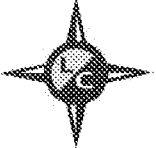
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<sup>1</sup> Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015.

**Schedule B**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registered trademarks in the United States:<sup>2</sup>

| TRADEMARK   | OWNER           | REGISTRATION NUMBER    |
|---|-----------------|------------------------|
|    | Ando Media, LLC | 4,528,837              |
| A2X <sup>®</sup>  | Ando Media, LLC | 4,493,480              |
| AD INJECTOR   | Ando Media, LLC | 3,060,192              |
| AD WIRE <sup>®</sup>  | Ando Media, LLC | 3,629,781              |
| AUTOPOD <sup>®</sup>  | Ando Media, LLC | 3,521,357              |
| FLIGHT-PLAN <sup>®</sup>  | Ando Media, LLC | 3,757,380              |
| PODFUSE <sup>®</sup>  | Ando Media, LLC | 3,488,256              |
| TARGETED AD INJECTOR <sup>®</sup>   | Ando Media, LLC | 3,750,648              |
| WEBCAST METRICS <sup>®</sup>  | Ando Media, LLC | 3,061,368<br>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 <sup>®</sup> | Enticent, LLC | 4,307,977           |
| STICKYFISH <sup>®</sup>         | Enticent, LLC | 2,814,017           |
| TRIBAL DIRECT                   | Enticent, LLC | 3,494,701           |

<sup>2</sup> 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:<sup>3</sup>

| 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                        |

<sup>3</sup> 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.

| <b>DOMAIN NAME</b>   | <b>TLD</b> | <b>EXPIRATION DATE</b> | <b>OWNER</b>    |
|----------------------|------------|------------------------|-----------------|
| 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 |

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

**Schedule D**

Registered copyrights in the United States:<sup>4</sup>

| <b>TITLE</b>         | <b>OWNER</b>                            | <b>COUNTRY</b> | <b>REGISTRATION NO.</b> |
|----------------------|---|----------------|-------------------------|
| Enticent Source Code | Enticent, Inc. (n/k/a<br>Enticent, LLC) | USA            | TX0007295650            |

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<sup>4</sup> 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.