

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECHNICOLOR USA, INC.		06/30/2015	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IZ ON MEDIA LLC		
Street Address:	600 HARRISON STREET		
Internal Address:	4TH FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78865303	CHECKOUT TV	
Serial Number:	85702585	IZ ON MEDIA	
Serial Number:	85710190	IZ-ON MEDIA WATCH IT WORK.	
Serial Number:	76146963	PREMIER RETAIL NETWORKS	
Serial Number:	75327864	PRN	
Serial Number:	78424209	PRN	
Serial Number:	78424207	PRN	
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>			
Phone:	734-623-1909		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	CHRISTOPHER A. MITCHELL		
Address Line 1:	350 S. MAIN ST.		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	59542-22		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		

OP \$190.00 78865303

SIGNATURE:	/CHRISTOPHER A. MITCHELL/
DATE SIGNED:	07/16/2015
Total Attachments: 13 source=IZON - Trademark assignment#page1.tif source=IZON - Trademark assignment#page2.tif source=IZON - Trademark assignment#page3.tif source=IZON - Trademark assignment#page4.tif source=IZON - Trademark assignment#page5.tif source=IZON - Trademark assignment#page6.tif source=IZON - Trademark assignment#page7.tif source=IZON - Trademark assignment#page8.tif source=IZON - Trademark assignment#page9.tif source=IZON - Trademark assignment#page10.tif source=IZON - Trademark assignment#page11.tif source=IZON - Trademark assignment#page12.tif source=IZON - Trademark assignment#page13.tif	

**TRADEMARK AND DOMAIN NAME
ASSIGNMENT AGREEMENT**

This trademark and domain name assignment agreement is entered into by and between:

Technicolor USA, Inc., a Delaware company, having its registered offices at 101 W. 103rd Street, INH735 Indianapolis, Indiana 46290, USA,

(hereinafter referred to as “**Assignor**”),

And

IZ ON MEDIA LLC, a Delaware limited liability company, having registered offices at 600 Harrison Street, 4th Floor, San Francisco, CA 94107

(hereinafter referred to as “**Assignee**”).

Assignor and Assignee are individually defined as “**Party**”, and collectively as the “**Parties**”.

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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RECITALS

WHEREAS:

The Assignor is the owner of certain rights, titles and interests in and to the Trademarks (as defined hereinafter in Article 1) in certain Territory (as defined hereinafter in Article 1);

The Assignor is the exclusive registered owner of the Domain Names (as defined hereinafter in Article 1);

Pursuant to the terms of a Membership Interest Purchase Agreement between Assignor and StrataCache, Inc. ("Buyer") dated June __, 2015 (the "MIPA"), Assignor has sold all of the outstanding membership interests in Assignee to Buyer;

As additional consideration for the Buyer's obligations under the MIPA. Assignor has agreed to assign to Assignee the Trademarks and the Domain Names.

The Parties now wish to confirm the terms and conditions of Assignee's assignment of the Trademarks;

NOW THEREFORE, in consideration of the payment of the purchase price by the Assignee to the Assignor and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement, the following terms used with a capital first letter, whether in the singular or in the plural form, shall have respectively the following meaning:

"Agreement" means this Trademark and Domain Assignment Agreement as well as any and all Exhibits attached hereto, and any amendment thereto which may be agreed upon in the future in writing between the Parties.

"Domain Names" means all domain name registrations identified in **Exhibit 2**, together with the goodwill of the business associated therewith and all rights to causes of action and remedies related thereto (including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing).

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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“Effective Date” means the date set forth in Article 4.

“Exhibit(s)” means any and all exhibits to this Agreement which form part of the Agreement, i.e.,:

- Exhibit 1: Trademarks
- Exhibit 2: Domain Names

“Intellectual Property Rights” means all copyrights, trademarks, trade secrets, patents, registered designs, mask work rights, and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

“Trademarks” means all existing domestic and foreign registrations, or applications to register, and all extensions and renewals of such registrations, or applications to register, and the right to apply for any of the foregoing, for the “IZ ON” trademarks owned by the Assignor, applied either as a name or a logo as further shown in **Exhibit 1**, together with the goodwill of the business associated therewith, any priority right that may arise from the Trademarks and all rights and causes of action and remedies related thereto (including, without limitation, the right to sue and recover damages and other relief for past, present or future infringement, misappropriation or violation of rights related to the foregoing).

2. ASSIGNMENT

2.1 Subject to the terms and conditions of this Agreement, from the Effective Date, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademarks and Domain Names, together with the goodwill of the business associated therewith, and Assignee accepts the sale, the assignment, the transfer and the conveyance of said Trademarks and Domain Names, together with the goodwill of the business associated therewith.

2.2 Consequently, the Assignee will have, from the Effective Date, the exclusive and complete property of the Trademarks and Domain Names and will have the right, to exploit in any way including the right to use, license and dispose of such Trademarks and Domain Names as of any property belonging to the Assignee. Notwithstanding the foregoing, Technicolor S.A. has granted PRN Polska S.P.OO (a joint venture between Technicolor Poland and an unaffiliated third party) (“PRN Polska”) certain rights to use the PRN trademark and trade name (the “PRN Marks”) in connection with the activities and business of such joint venture. PRN Polska’s rights to use the PRN Marks shall remain unchanged and continue, regardless of assignment contained in this Agreement.

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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2.3 Except as expressly provided in this Agreement with respect to the assignment of the specified Trademarks and Domain Names, no other right is granted to Assignee in relation to Assignor's Intellectual Property Rights. All rights with respect to any Intellectual Property Right held, owned, controlled or licensed by Assignor not specifically granted to Assignee in this Agreement are reserved to Assignor.

3. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

- 4.1. each Party is duly organized and validly existing in all respects under the laws of its place of incorporation or organization with full power and authority to carry on or conduct its business or operations; and
- 4.2. each Party has the power to enter into this Agreement and to exercise its rights and to perform its obligations under this Agreement; and has taken all necessary action to authorize the execution of and the performance of its obligations under the Agreement.
- 4.3. Assignor is the exclusive owner of all right, title and interest in and into the Trademarks and Assignor is the exclusive registered owner of all right, title and interest in and to the Domain Names.

4. EFFECTIVE DATE

This Agreement, and notably the ownership transfer of the Trademarks and the Domain Names from the Assignor to the Assignee, shall become effective on June 30, 2015 (hereafter referred to as the “**Effective Date**”).

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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5. DISCLAIMER

NOTWITHSTANDING ANY PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, AND WITHOUT PREJUDICE OF SECTION 4, THE TRADEMARKS, DOMAIN NAMES ARE PROVIDED "AS IS" AND ASSIGNOR AND ASSIGNEE MAKE NO REPRESENTATIONS AND DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, SUBJECT TO THE VALIDITY OF THE TRADEMARKS, THE DOMAIN NAMES AND THE. SHOULD THE TRADEMARKS, DOMAIN NAMES OR BE DECLARED VOID BY FINAL JUDICIAL JUDGEMENT, NEITHER ASSIGNEE NOR ASSIGNOR COULD CLAIM ANY COMPENSATION WHATSOEVER.

6. LIABILITY LIMITATIONS

NO PARTY, OR ANY OF ITS AFFILIATES, SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES IN ANY ACTION AT LAW OR EQUITY ARISING OUT OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.. NEITHER PARTY'S AND/OR ITS AFFILIATES' AGGREGATE MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL EXCEED \$100.

7. CONFIDENTIALITY

The language of the confidentiality provisions set forth in the Confidentiality and Non-Disclosure Agreement, dated as of March 19, 2015 between Buyer and Assignor (the "Confidentiality Provisions"), is hereby incorporated by reference as if fully set forth in this Agreement. For the avoidance of doubt, this incorporation by reference is intended only to bind the Parties hereto to the same language as that of the Confidentiality Provisions, and not to bind the Parties hereto to the Confidentiality and Non-Disclosure Agreement or to bind Buyer to this Agreement

8. MISCELLANEOUS

- 8.1. This Agreement supersedes any prior commitments or negotiations between the Parties regarding its subject matter.
- 8.2. Any modifications or amendments to this Agreement shall only be valid and binding if made in writing and signed by a duly empowered representative of each Party.
- 8.3. Should any provision of this Agreement become void, illegal and/or unenforceable, the validity of the other provisions as well as the validity of the Agreement itself shall not be affected. If any provision of this Agreement, or the application thereof to any person or entity, is found by a

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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governmental authority or court of competent jurisdiction to be invalid or unenforceable (i) the Parties shall amend such provision in accordance with Section 8.2 to obtain a legal, enforceable and valid provision that most nearly effects the Parties' intent in entering into this Agreement, and (ii) the remainder of this Agreement and the application of such provision to other persons or entities shall not be affected by such invalidity or unenforceability.

8.4. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

9. NOTICES

All notices, request, instructions, claims, demands and other communications, in relation to this Agreement, shall be made in writing and addressed to the Parties by registered mail, at the following addresses:

a. if to Assignor:

Company name: **Technicolor USA Inc**
Address: 101 W 103rd Street,
INH735 Indianapolis,
Indiana 46290,
USA

Attention:

Title:

b. if to Assignee:

Company name: **IZ ON MEDIA LLC**
Address: 600 Harrison Street, 4th Floor
San Francisco, CA 94107
Attention: Contract Administration

Any notice required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be sent by overnight courier or registered post with acknowledgment of receipt. All such notices shall be effective on the date of actual receipt.

Any Party to this Agreement may notify the other Party of any change in its address or in any other details specified in this Article, provided that such notification of a change shall only be effective on the date specified in such notice or two days after the notice is given, whichever is later.

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and all questions arising hereunder shall be determined in accordance with the internal laws of the State of Delaware, without regard to the choice or conflict of laws provisions thereof. Any action, hearing, suit or proceeding arising out of or relating to this Agreement or any transaction contemplated by this Agreement must be brought in the courts of the State of Delaware, City of Wilmington, or, if it has or can acquire jurisdiction, in the United States Federal courts sitting therein. Each Party irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum. The parties agree that any or all of them may file a copy of this Section 10 with any court as written evidence of the knowing, voluntary and bargained agreement between the parties to irrevocably waive any objections to venue or to convenience of forum..

11. TRANSFER OF FILES; OFFICIAL PROCEDURES

Assignee shall bear its own costs to register in the appropriate administrative offices the Trademarks and Domain Names being transferred to Assignee hereunder.

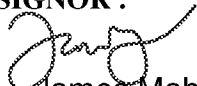
As from transfer of the respective Trademarks and Domain Names files from Assignor to Assignee, Assignee, shall, at its own costs manage and pay any fees in relation to the management of the respective Trademarks and Domain Names transferred to it hereunder.

Each Party shall take all actions and execute all documents, in recordable form, necessary or desirable to vest, secure, confirm, perfect, enforce and/or record the interest of Assignee in and to the Trademarks in any jurisdiction worldwide. In particular, upon request of Assignee and at Assignee’s cost and expense, Assignor agrees to execute, and / or, as applicable, procure that Assignee, as assignor, separate “short form” Assignment Agreements, either in English or as translated into another language, and which may be submitted to the appropriate Trademark Office(s) to confirm the Trademark assignments referenced therein.

* *
*

IN WITNESS THEREOF, each Party hereto has caused this Agreement to be executed into two (2) original copies, one for each Party, by its duly authorized officer or representative.

ASSIGNOR :

By: 
Title: James Mahern
Senior Vice President, Head of Global M&A
Date:

ASSIGNEE :

By :
Title :
Date:

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and all questions arising hereunder shall be determined in accordance with the internal laws of the State of Delaware, without regard to the choice or conflict of laws provisions thereof. Any action, hearing, suit or proceeding arising out of or relating to this Agreement or any transaction contemplated by this Agreement must be brought in the courts of the State of Delaware, City of Wilmington, or, if it has or can acquire jurisdiction, in the United States Federal courts sitting therein. Each Party irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum. The parties agree that any or all of them may file a copy of this Section 10 with any court as written evidence of the knowing, voluntary and bargained agreement between the parties to irrevocably waive any objections to venue or to convenience of forum..

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*

IN WITNESS THEREOF, each Party hereto has caused this Agreement to be executed into two (2) original copies, one for each Party, by its duly authorized officer or representative.

ASSIGNOR :

By:

Title:

Date:

ASSIGNEE : STRACACHE


By :

Title : CEO

Date: 6/30/2015

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Signatories' initials:

Assignor	Assignee 
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Signature:

Signature:

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Signatories' initials:

<i>Assignor</i>	<i>Assignee</i>
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EXHIBIT 1

LIST OF THE TRADEMARKS

TradeMark	Country	Reg. Owner	1st App. #	1st App. Date	1st Reg. #	1st Reg. Date
CHECKOUT TV	United States of America (USA)	Technicolor USA Inc	78/865,303	19/04/2006	3548328	16/12/2008
IZ ON MEDIA	Canada	Technicolor USA Inc	1589788	13/08/2012		
IZ ON MEDIA	United States of America (USA)	Technicolor USA Inc	85702585	13/08/2012		
	Canada	Technicolor USA Inc	1591273	23/08/2012		
	United States of America (USA)	Technicolor USA Inc	85710190	22/08/2012		
PREMIER RETAIL NETWORKS	France	PRN CORPORATION	063420413	31/03/2006	063420413	31/03/2006
PREMIER RETAIL NETWORKS	United States of America (USA)	Technicolor USA Inc	76146963	12/10/2000	2602419	30/07/2002
PRN	Brazil	THOMSON	829610464	27/02/2008	829610464	24/08/2010
PRN	United States of America (USA)	Technicolor USA Inc	75327864	21/07/1997	2572438	28/05/2002
	Australia	TECHNICOLOR	903372	28/09/2006	903372	28/09/2006
	Brazil	THOMSON	829445552	05/11/2007	829445552	02/08/2011
	Chile	THOMSON	794.262	31/10/2007	815.096	25/04/2008
	China (People's Republic of)	TECHNICOLOR	903372	28/09/2006	903372	28/09/2006
	European (O.H.M.I.)	PRN CORPORATION	005357389	20/09/2006	005357389	28/09/2007
	France	THOMSON	063420407	31/03/2006	063420407	31/03/2006

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Signatories' initials:

Assignor	Assignee
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TradeMark	Country	Reg. Owner	1st App. #	1st App. Date	1st Reg. #	1st Reg. Date
	India	PRN CORPORATION	1492440	29/09/2006		
	Mexico	THOMSON	892089	26/10/2007	1090823	20/03/2009
	Singapore	TECHNICOLOR	903372	28/09/2006	903372	28/09/2006
	Thailand	PRN CORPORATION	640523	29/09/2006		
	Turkey	TECHNICOLOR	903372	28/09/2006	903372	28/09/2006
	United States of America (USA)	Technicolor USA Inc	78424209	24/05/2004	3067503	14/03/2006
	United States of America (USA)	Technicolor USA Inc	78424207	24/05/2004	3067502	14/03/2006

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EXHIBIT 2
LIST OF THE DOMAIN NAMES

Domain Names assigned from Technicolor to IZ ON:

Domain Name	Category / Classification	Reg. Service	Reg. Date
emotimedia.com	Commercial (Generic Domain)	Technicolor USA Inc	11/06/2012
eyedia-media.com	Commercial (Generic Domain)	Technicolor USA Inc	18/06/2012
izonmedia.biz	Business - (Domain)	Technicolor USA Inc	31/08/2012
izon-media.biz	Business - (Domain)	Technicolor USA Inc	12/07/2012
izon-media.co	Colombia - (Domain)	CSC Corporate Domains, Inc. (= our domain name registrar)	12/07/2012
izonmedia.com	Commercial (Generic Domain)	Technicolor USA Inc	23/06/2006
iz-onmedia.com	Commercial (Generic Domain)	Technicolor USA Inc	18/06/2012
iz-onmedia.com	Commercial (Generic Domain)	Technicolor USA Inc	18/06/2012
iz-on-media.com	Commercial (Generic Domain)	Technicolor USA Inc	13/08/2012
izon-media.com	Commercial (Generic Domain)	Technicolor USA Inc	11/06/2012
izonmedia.info	Information - (Domain)	Technicolor USA Inc	31/08/2012
izon-media.info	Information - (Domain)	Technicolor USA Inc	12/07/2012
izonmedia.net	Internet infrastructure (Domain)	To be confirmed	24/09/2009
izon-media.net	Internet infrastructure (Domain)	Technicolor USA Inc	12/07/2012
izonmedia.tv	Tuvalu - (Domain)	Technicolor USA Inc	31/08/2012
izon-media.tv	Tuvalu - (Domain)	Technicolor USA Inc	12/07/2012
izonmedia.us	United States - (Domain)	Technicolor USA Inc	04/09/2012
prn.biz	Business - (Domain)	Premier Retail Networks Inc.	27/03/2002
prn.com	Commercial (Generic Domain)	PICS Retail Networks Inc	31/05/1996
prn.mobi	Mobile (Domain)	PRN CORPORATION	12/06/2006

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prn.tel	Tel - (Domain)	PRN CORPORATION	23/03/2009
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<i>Assignor</i>	<i>Assignee</i>
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