

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circa 1605, Inc.		08/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sinclair Digital Group, LLC		
Street Address:	10706 Beaver Dam Road		
City:	Cockeysville		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4597655	CIRCA	
Registration Number:	4597654	CIRCA NEWS	
CORRESPONDENCE DATA			
Fax Number:	4102307216		
<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:	mvchider@ober.com		
Correspondent Name:	Ober Kaler c/o Royal W. Craig		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	027095.087698		
NAME OF SUBMITTER:	Royal W. Craig		
SIGNATURE:	/Royal W. Craig/		
DATE SIGNED:	09/03/2015		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption"), dated as of August ~~27~~ 2015, is made and delivered by and among Circa 1605, Inc. ("Assignor"), and Sinclair Digital Group, LLC ("Assignee"), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of August ~~27~~ 2015 (the "Purchase Agreement"), by and between Assignor and Assignee. Capitalized terms not otherwise defined in this Assignment and Assumption will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of their right, title and interest in and to all Intellectual Property included in the Assets (the "Assigned Intellectual Property"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment and Assumption. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to any Assigned Intellectual Property, including without limitation, the patents, trademarks, software, digital content and other Intellectual Property listed on Schedule 1 hereto, together with all the goodwill connected therewith and symbolized thereby; the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. Effectiveness. This Assignment and Assumption will be effective as of 12:01 a.m., Maryland Time, on the Closing Date. As of the Closing Date, the Assignee has succeeded to all right, title and standing of the Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the rights described above.

3. Further Assurances. From time to time following the effective time of this Assignment and Assumption, upon the request of Assignee, Assignor shall execute and deliver (or cause to be executed and delivered) to Assignee such other documents and further instruments of assignment and transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to Assignor (other than reasonable or customary administrative or legal expenses), as may be reasonably necessary to evidence or effectuate the assignment and transfer to, and the assumption by, Assignee of the Assigned Intellectual Property or any right pursuant to, interest in or liability, obligation, agreement, covenant or responsibility under the Assigned Intellectual Property. The Parties hereby request

and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Intellectual Property.

4. Binding Effect. This Assignment and Assumption will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. Except for the parties to this Assignment and Assumption and their respective successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment and Assumption against any of the parties.

5. Governing Law. THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

6. Conflicts. This Assignment and Assumption is executed and delivered pursuant to the Purchase Agreement. This Assignment and Assumption may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and Assumption and the Purchase Agreement, the Purchase Agreement will control.


7. Drafting. Neither this Assignment and Assumption nor any provision contained in this Assignment and Assumption shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment and Assumption or such provision.

8. Counterparts. This Assignment and Assumption may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the date set forth above.

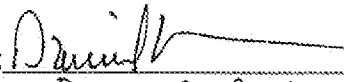
ASSIGNOR:

By: 
Name: Matthew Galligan
Title: CEO

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT INTELLECTUAL PROPERTY

TRADEMARK
REEL: 005616 FRAME: 0877

ASSIGNEE:

By: 
Name: David R. Bochenek
Title: Authorized Signatory

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT INTELLECTUAL PROPERTY

TRADEMARK
REEL: 005616 FRAME: 0878

SCHEDULE 1
ASSIGNED INTELLECTUAL PROPERTY

- Circa Android Application and associated assets
- Circa iOS Application and associated assets
- Circa Web Application and associated assets
- Helium and associated assets
- KPS (Knowledge Publishing System) and associated assets
- Tsunami Analytics Framework & Dashboard
- All trademarks of Seller including:
 - Circa
 - Circa News
- All software, content management system, platform
- All current and former versions of Seller's (i) content management system and platform used by Seller or third party, (ii) iOS and Android native applications, (iii) Code, templates, and stylesheets for the Seller's or third party's website, and (ii) backend server code written to enable Seller's or third party's API and asynchronous processing
- Any and all (i) programs, applications (whether intended for mobile platforms or otherwise), modules, updates, tools, upgrades, bug fixes, codes (including object code and source code), documents and any improvements, enhancements, revisions and modifications to proprietary software developed by or formerly owned by Seller, whether alone or jointly with any contractors or others,, including without limitation, KPS and Helium, (ii) derivatives works or portions of work product thereof and (ii) documentation related to any of the foregoing
- Any and all software expressed in a source and pre-compiled form with human readable instructions consisting of a full source language statement of the program comprising the Software and complete maintenance documentation, procedures, flow charts, schematic diagrams, and annotations which comprise the pre-coding detail design specification, and all other documentation, instructions and material necessary to allow a reasonably skilled programmer or analyst to build, maintain, support and modify the software (including, without limitation, all release notes) without the assistance of Seller, its employees, any third party or reference to other materials
- All social media and similar accounts
- Passwords, account access to all accounts used or held by Seller (provided to Purchaser at or before Closing)