

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY TRANSFER AGREEMENT EFFECTIVE AS OF MAY 8, 2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triton Media, LLC		11/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Triton Digital, Inc.
<b>Street Address:</b>	15303 VENTURA BLVD., SUITE 1500
<b>City:</b>	SHERMAN OAKS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91403
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3333808	TRITON MEDIA
Registration Number:	4287580	TRITON DIGITAL
Registration Number:	3841384	AUDIOREALM
Registration Number:	4635858	
Registration Number:	3845077	SAM BROADCASTER
Registration Number:	3936465	SPACIAL AUDIO
Registration Number:	3845081	SPACIALNET
Registration Number:	4635857	TRITON DIGITAL
Registration Number:	4573152	TRITON DIGITAL
Registration Number:	4500367	TRITON DIGITAL

## 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 &amp; Ellis LLP

Address Line 2: 601 Lexington Avenue

CH \$265.00 3333808

<b>Address Line 4:</b>	New York, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	19486-1
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	12/07/2015

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is dated November 11, 2015 and shall be effective as of May 8, 2015 (the "Effective Date"), by and between Triton Media, LLC, a California limited liability company ("Triton"), and Triton Digital, Inc., a Delaware corporation ("Triton Digital"). Triton and Triton Digital 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);

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

WHEREAS, Triton Digital immediately thereafter wishes to transfer and assign the Intellectual Property to 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.

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 principal amount of \$13,694,000 in a form to be mutually agreed by the Parties, Triton hereby sells, transfers, conveys and assigns to Triton Digital 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 Triton Digital 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 Triton Digital 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 Triton Digital, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Triton Digital, 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

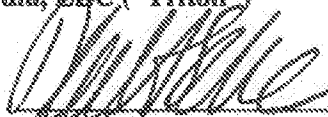
**TRADEMARK**  
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DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, ALL OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. ANY SIGNATURE DELIVERED BY A PARTY BY FACSIMILE OR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

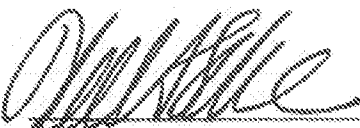
\* \* \* \* \*

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

**Triton Media, LLC ("Triton")**

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

**Triton Digital, Inc. ("Triton Digital")**

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

Schedule A

PATENTS AND PATENT APPLICATIONS

None.

Schedule B

TRADEMARK REGISTRATIONS AND APPLICATIONS


1. Registered U.S. Trademarks and Trademark Applications




Trademark	Filing Date	Registration Date	Status	Application Number	Registration Number
TRITON MEDIA and design  TRITON MEDIA	1/26/2007	11/13/2007	Registered	77092183	3333808
TRITON DIGITAL and design  TritonDigital	7/22/2011	2/12/2013	Registered	85378160	4287580
AUDIOREALM	2/8/2010	8/31/2010	Registered	77930865	3841384
LOGO DESIGN 	12/13/2013	11/11/2014	Registered	86142827	4635858
SAM BROADCASTER	2/8/2010	9/7/2010	Registered	77930852	3845077
SPACIAL AUDIO	2/2/2010	3/29/2011	Registered	77926250	3936465
SPACIALNET	2/8/2010	9/7/2010	Registered	77930873	3845081
TRITON DIGITAL	12/13/2013	11/11/2014	Registered	86142826	4635857
TRITON DIGITAL	12/27/2012	7/22/2014	Registered	85811198	4573152
TRITON DIGITAL	12/26/2012	3/25/2014	Registered	85810376	4500367



**2. Registered Non-U.S. Trademarks and Trademark Applications**

Title	Country	Serial No./ Filing Date	Status	Registration Number / Registration Date
TRITON DIGITAL	Brazil	908263007 / 9/11/2014	Pending	----
TRITON DIGITAL	Brazil	908263066 / 9/11/2014	Pending	----
TRITON DIGITAL	Brazil	908263171 / 9/11/2014	Pending	----
TRITON DIGITAL	Brazil	908263112 / 9/11/2014	Pending	----
TRITON DIGITAL	Canada	1677375 / 5/16/2014	Pending	----
TRITON DIGITAL	Canada	1623804 / 4/24/2013	Registered	TMA918,826 10/29/2015
TRITON DIGITAL and Design  TRITON	Canada	1625142 / 5/2/2013	Registered	TMA918,807 10/29/2015
TRITON MEDIA	Canada	1416195 10/28/2008	Registered	TMA782155 11/10/2010
TRITON MEDIA and Design  TRITON MEDIA	China	6633363 / 4/1/2008	Registered	6633363 7/28/2014
A2X	European Community	13022454 / 6/24/2014	Registered	13022454 11/14/2014
A2X BY TRITON DIGITAL and design  ax	European Community	13033642 / 6/27/2014	Registered	13033642 11/17/2014

Title	Country	Serial No./ Filing Date	Status	Registration Number / Registration Date
TRITON DIGITAL and design 	European Community	13193041 / 8/22/2014	Registered	13193041 1/19/2015
TRITON MEDIA and design 	European Community	6656144 / 2/8/2008	Registered	6656144 1/8/2009
TRITON MEDIA (Stylized) (Series) 	Hong Kong	30109060 / 12/20/2007	Registered	301019060
TRITON MEDIA and design (SERIES) 	Hong Kong	301045197 / 2/1/2008	Registered	301045197
TRITON MEDIA and design 	Japan	2008-000276 / 1/7/2008	Registered	5194123 1/9/2009
TRITON MEDIA and design 	Macao	N/36101 / 5/9/2008	Registered	N/36101 10/30/2008
TRITON DIGITAL and design 	Mexico	1525546 / 9/9/2014	Pending	----
TRITON DIGITAL and design 	Mexico	1525549 / 9/9/2014	Pending	----
TRITON DIGITAL and design 	Mexico	1525547 / 9/9/2014	Pending	----

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Status</u>	<u>Registration Number / Registration Date</u>
TRITON DIGITAL and design 	Mexico	1525548 / 9/9/2014	Pending	---
TRITON MEDIA and design  TRITON MEDIA	South Korea	4120080001891 / 1/22/2008	Registered	4101770820000 11/11/2008
TRITON MEDIA and design  TRITON MEDIA	Taiwan	097030581 6/7/2008	Registered	01354576 3/16/2019

Schedule C

DOMAIN NAMES

NONE.

Schedule D

REGISTERED COPYRIGHTS

NONE.