

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HITFIX, Inc.		04/18/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woven Digital, Inc.		
<b>Street Address:</b>	10381 Jefferson Blvd		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3742194	HITFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ipfilings@hansonbridgett.com		
<b>Correspondent Name:</b>	Raffi Zerounian		
<b>Address Line 1:</b>	425 Market Street, 26th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	33056.1		
<b>NAME OF SUBMITTER:</b>	Raffi Zerounian		
<b>SIGNATURE:</b>	/Raffi Zerounian/		
<b>DATE SIGNED:</b>	04/20/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of April 18, 2016 (the "Effective Date") by HITFIX INC., a Delaware corporation (the "Assignor"), for the benefit of SPLITTING FOURS PRODUCTIONS, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings given them in the Agreement (as defined below).

**WHEREAS**, Assignor, Assignee and Woven Digital, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of March 28, 2016, as amended (the "Agreement");

**WHEREAS**, Assignor is the owner of the right, title and interest in and to the trademarks listed in Schedule A (hereinafter called the "Marks"); and

**WHEREAS**, in connection with the Agreement, Assignee has agreed to acquire all of Assignor's common law and statutory right, title and interest in and to the Marks set forth in Schedule A in the United States of America and its territories and possessions.

**NOW, THEREFORE**, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns (a) all of Assignor's right, title and interest in and to the Marks, free and clear of all Encumbrances (other than Permitted Encumbrances), together with the goodwill of the business symbolized by, and connected with the use of, the Marks being assigned, as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Marks, and (c) all causes of action for any and all past infringements of the rights being assigned and the right to collect and retain proceeds therefrom.

2. Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks 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 Assignor.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, at such other party's cost and expense and as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

7. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

8. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

9. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

10. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The parties' signatures may be evidenced by PDF or facsimile transmissions, and each party may rely on a PDF or facsimile signature on behalf of the other party as proof of the other party's execution of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

**HITFIX INC.**

(Assignor)

By: Jennifer Sargent  
Name: Jennifer Sargent  
Title: CEO  
Date: \_\_\_\_\_

Witness: [Signature]  
Date: \_\_\_\_\_

**SPLITTING FOURS PRODUCTIONS, LLC**

(Assignee)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Signature page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

**HITFIX INC.**

(Assignor)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**SPLITTING FOURS PRODUCTIONS, LLC**

(Assignee)

By: \_\_\_\_\_  
Name: James Kenik  
Title: Secretary  
Date: \_\_\_\_\_

Witness: MARK BROOKS  
Date: \_\_\_\_\_

*[Signature page to Trademark Assignment Agreement]*

**SCHEDULE A**

Mark	Date Filed	Date Registered	Registration Number	U.S. Classes	International Class
HitFix	6/19/09	1/26/10	3742194	100, 101, 107	041